

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
496844	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	F.O.B.	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
	Furnish CCTV/Sonar and Laser Profiling Inspection of Tunnels and Submarine Pipelines as requested by Authorized King County Department of Natural Resources and Parks and Wastewater Treatment Department personnel, during the period of December 21, 2010 through December 20, 2015, in accordance with ITB #1240-10 incorporated by reference as if fully set forth herein. Estimated Annual Total Not to Exceed \$500,000.00. Purchase Agreement Effective From: 21-DEC-10 To: 20-DEC-15						
		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 Authorized signature
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King County 12/22/2010 8:21 PAGE 002/003 Fax Server

**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 give 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: CCTV/Sonar and Laser Profiling Inspection of Tunnels & Submarine Pipelines

ITB Number: 1240-10 PCR

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

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

Term Service Requirement

Furnish CCTV/Sonar and Laser Profiling Inspection of Tunnels and Submarine Pipelines as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 1,649,670.00

PRE-BID CONFERENCE

Date: September 16, 2010
Time: 10:00 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 2 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

855 Trospen Rd 108-190

City/State /Postal Code

Tumwater, WA 98512

Signature

Print name and title

Dennis Smith President

Email

Phone

360.507.1814

Fax

360.943.5865

SCS/DBE Certification Number

email would not print above it is dsmith@ipi-pipe.com

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

SECTION 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. Bidder shall bid on all items to be responsive. Bid will be awarded to a single Contractor.

6.2 Delivery

Delivery is required as soon as possible and not later than thirty (30) days after verbal placement of an order.

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 must be submitted with bid.**

Company Name: <u>King County</u>	Company Name: <u>City of Bellingham</u>
Company Address: _____	Company Address: _____
Company Phone: <u>206.263.3701</u>	Company Phone: <u>360.778.7743</u>
Contact Person: <u>Lee Miller</u>	Contact Person: <u>Chad</u>
Dates: <u>2006 -2010</u>	Dates: <u>2009</u>
Company Name: <u>City of Spokane</u>	Company Name: <u>City of Portland</u>
Company Address: _____	Company Address: _____
Company Phone: <u>509.625.7900</u>	Company Phone: <u>503.823.7665</u>

Addendum #2 ITB 1240-10 PCRCCTV/Sonar and Laser Profiling Inspection of Tunnels Submarine Pipelines

ATTACHMENT A

Schedule A - CCTV			fully burdened LF rate	
Year	Est Qty LF	Description	Unit Price LF	Extended Price
2011	11,665	30" Diameter	\$ 13.75	\$ 160,393.75
	38,488	42" Diameter	\$ 13.75	\$ 529,210.00
2012	2,631	72" Diameter	\$ 5.00	\$ 13,155.00
	11,720	78" Diameter	\$ 5.00	\$ 58,600.00
	5,658	90" Diameter	\$ 5.00	\$ 28,290.00
	3,726	96" Diameter	\$ 5.00	\$ 18,630.00
2013	10,330	30" Diameter	\$ 5.00	\$ 51,650.00
	1,956	42" Diameter	\$ 5.00	\$ 9,780.00
	1,570	48" Diameter	\$ 5.00	\$ 7,850.00
	2,662	60" Diameter	\$ 5.00	\$ 13,310.00
	5,972	72" Diameter	\$ 5.00	\$ 29,860.00
2014	16,125	96" Diameter	\$ 5.00	\$ 80,625.00
	10,638	102" Diameter	\$ 5.00	\$ 53,190.00
2015	2,631	72" Diameter	\$ 5.00	\$ 13,155.00
	11,720	78" Diameter	\$ 5.00	\$ 58,600.00
	5,658	90" Diameter	\$ 5.00	\$ 28,290.00
	3,726	96" Diameter	\$ 5.00	\$ 18,630.00
Total Schedule A				\$ 1,173,218.75

Schedule B - Sonar			incremental cost of activating	
Year	Est Qty LF	Description	Unit Price LF	Extended Price
2011	11,665	30" Diameter	\$ 0.25	\$ 2,916.25
	38,488	42" Diameter	\$ 0.25	\$ 9,622.00
2012	2,631	72" Diameter	\$ 1.00	\$ 2,631.00
	11,720	78" Diameter	\$ 1.00	\$ 11,720.00
	5,658	90" Diameter	\$ 1.00	\$ 5,658.00
	3,726	96" Diameter	\$ 1.00	\$ 3,726.00
2013	10,330	30" Diameter	\$ 1.00	\$ 10,330.00
	1,956	42" Diameter	\$ 1.00	\$ 1,956.00
	1,570	48" Diameter	\$ 1.00	\$ 1,570.00
	2,662	60" Diameter	\$ 1.00	\$ 2,662.00
	5,972	72" Diameter	\$ 1.00	\$ 5,972.00
2014	16,125	96" Diameter	\$ 1.00	\$ 16,125.00
	10,638	102" Diameter	\$ 1.00	\$ 10,638.00
2015	2,631	72" Diameter	\$ 1.00	\$ 2,631.00
	11,720	78" Diameter	\$ 1.00	\$ 11,720.00
	5,658	90" Diameter	\$ 1.00	\$ 5,658.00
	3,726	96" Diameter	\$ 1.00	\$ 3,726.00
Total Schedule B				\$ 109,261.25

Schedule C - 3D Laser			incremental cost of activating	
Year	Est Qty LF	Description	Unit Price LF	Extended Price
2011	11,665	30" Diameter	\$ 2.50	\$ 29,162.50
	38,488	42" Diameter	\$ 2.50	\$ 96,220.00
2012	2,631	72" Diameter	\$ 2.50	\$ 6,577.50
	11,720	78" Diameter	\$ 2.50	\$ 29,300.00
	5,658	90" Diameter	\$ 2.50	\$ 14,145.00
	3,726	96" Diameter	\$ 2.50	\$ 9,315.00
2013	10,330	30" Diameter	\$ 2.50	\$ 25,825.00
	1,956	42" Diameter	\$ 2.50	\$ 4,890.00
	1,570	48" Diameter	\$ 2.50	\$ 3,925.00
	2,662	60" Diameter	\$ 2.50	\$ 6,655.00
	5,972	72" Diameter	\$ 2.50	\$ 14,930.00
2014	16,125	96" Diameter	\$ 2.50	\$ 40,312.50
	10,638	102" Diameter	\$ 2.50	\$ 26,595.00
2015	2,631	72" Diameter	\$ 2.50	\$ 6,577.50
	11,720	78" Diameter	\$ 2.50	\$ 29,300.00
	5,658	90" Diameter	\$ 2.50	\$ 14,145.00
	3,726	96" Diameter	\$ 2.50	\$ 9,315.00
Total Schedule C				\$ 367,190.00

Total Schedules A, B, & C \$ 1,649,670.00

Place Total Price on cover of ITB

14 Replace Subsection 6.5 Submit Operator Qualifications (Per Subsection 5.5) with:

IPI

6.5 Submit Operator Qualifications (Per Subsection 5.5)

3 years experience as an CCTV operator	yes - 3 People - 10 years
Experience with Sonar	yes - Bruce James
Experience with 3D Laser	yes - Bruce James
Experience with Caisson Placement	yes - 2 years times Dennis Smith Mike Shepp Pat Shepp
Certified by NASSCO or equivalent	yes - 3 People
Familiar with WRC and PACP coding methods	yes - 3 People

15 Replace Subsection 6.6 Pricing with following:

6.6 Pricing

- A. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.
- B. Prices per (Linear Foot) LF:
 - 1. **Schedule A-CCTV: is a fully burdened LF rate that includes all mobilization, manpower, equipment, vehicles, tools and any other items or services needed to perform the pipe inspections and includes the post processing of data.**
 - 2. **Schedules B-Sonar and C-3D Laser: are the LF incremental cost of activating that recording feature and includes the post processing of data.**
- C. **Pricing assumes that any inspection platform would be able to have any combination or all of the recording technologies (CCTV, Sonar, 3D Laser) turned on at any time.**
- D. Prices are firm fixed LF prices for the 5 year term.

See Price Schedules A, B, and C in Attachment A

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.

4.5 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at