

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



KingCounty

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

CNK-ES-0340 206-263-9400 Ph  
3rd Floor 206-296-7676 Fax  
401 5th Avenue TTY Relay: 771  
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:  
FULL SPECTRUM  
1252 QUARRY LANE

PLEASANTON, CA 94566 United States  
Fax: (925) 4434085

SHIP TO:  
KC DES FBOD PCSS GOODS AND SERVICES  
401 5TH AVE, CNK-ES-0340  
SEATTLE, WA 98104

BILL TO:  
KC DES FBOD ACCOUNTS PAYABLES  
401 5TH AVE, CNK-ES-0320  
SEATTLE, WA 98104

**CONTRACT**

CONTRACT NO. 507865	REVISION 1	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER JANET HARJO	
DATE OF REVISION 03-AUG-2012	BUYER JANET HARJO	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
6352	NET30DAYS	Paid	DESTINATION	UPS	Telephone: (925) 443-4080

**DESCRIPTION**

**CONTRACT PURCHASE AGREEMENT**

FURNISH SCIENTIFIC INSTRUMENT SERVICE AND MAINTENANCE TO KING COUNTY PERSONNEL AS REQUESTED DURING THE PERIOD MAY 1, 2011 THROUGH APRIL 30, 2016 IN ACCORDANCE WITH ITB #1051-11 AND THE RESPONDING OFFER OF FULL SPECTRUM ANALYTICS, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

INDIVIDUAL STANDARD PURCHASE ORDERS WITH UNIQUE PURCHASE ORDER NUMBERS REFERENCING THIS CONTRACT PURCHASE AGREEMENT WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND SERVICES.

ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENTS.

Authorized Signature

# KING COUNTY

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ITB No. 1051-11-JDH

**Scientific Instrument  
Service and Maintenance**

COPY



An Integral Part of Your Company.  
**FULLSPECTRUM**  
ANALYTICS INC.

**San Francisco**

85 Rickenbacker Circle  
Livermore, CA 94550  
Service 925/443-4080  
Sales 800/795-6357  
Fax 925/443-4085

**Los Angeles**

1554 North Case Street  
Orange, CA 92867  
Service 714/279-3999  
Sales 800/795-6357  
Fax 714/279-0506

[www.fullspectrum-inc.com](http://www.fullspectrum-inc.com)

February 23, 2011

King County Procurement Services Section  
Attn: Janet Harjo  
Chinook Building, 3<sup>rd</sup> Floor  
401 Fifth Avenue  
Seattle, WA 98104

Subject: ITB Number: **1051-11-JDH**  
Scientific Instrument Service and Maintenance

Dear Ms. Harjo,

Thank you for this opportunity to submit our contract proposal. Full Spectrum Analytics, Inc. (FSA) has provided comprehensive repair and maintenance services on the King County Laboratory instruments since 2006.

Over the past nineteen years, FSA has worked with many manufacturers and distributors to assist with their service needs. These companies include Agilent, Teledyne-Tekmar, Thermo, CDS Analytical, Gerstel USA, Restek, and SGE. We are the exclusive agent for OI Analytical in the Western United States providing all the installations, IQOQ validation, training and on-site service calls. Full Spectrum is the authorized service provider for the Gerstel USA analytical systems commonly used in Homeland Security Laboratories. We are currently an approved GSA service provider, ISO 9001:2008 Accredited and a registered Small Business. Copies of our ISO 9001:2008 and Small Business certifications are included for your reference.

Our philosophy is to work alongside the analyst, purchasing department and management in order to ensure FSA provides a complete resource to the King County Environmental Laboratory in order to achieve maximum uptime and value. Our service representatives will work together with the laboratory staff in order to quickly resolve each issue.



**San Francisco**

85 Rickenbacker Circle  
Livermore, CA 94550  
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Service 714/279-3999  
Sales 800/795-6357  
Fax 714/279-0506

[www.fullspectrum-inc.com](http://www.fullspectrum-inc.com)

I. STATEMENT OF WORK

Our maintenance agreements include the following services:

- ✓ 48 Hour On-Site Service Response
- ✓ One (1) Annual Preventive Maintenance Visit Per Year on the HPLC System
- ✓ Unlimited Number of On-Site Repair Visits
- ✓ Unlimited Telephone Technical Support
- ✓ All Parts (excluding consumables) Travel and Labor

These services will apply to all the instruments listed in **ITB 1051-11-JDH**.

II. MAINTENANCE SERVICE PROGRAM

Typically two local service representatives are assigned to each account. It has been our experience that our customers welcome the familiarity of dealing with one service representative. The second representative is utilized for unique pieces of equipment and simply to play a vital support role. Maintaining a strong rapport with our customer is essential to the success of a service agreement. It is imperative that the customer has the utmost confidence in our service representatives' ability to resolve the situation in a timely and professional manner.

FSA purchases all of its parts directly from the manufacturer or from authorized distributors. Inventory levels are maintained at near full capacity in each office with every part used being replaced after the service report is processed by our administrative personnel. Most parts ordered in emergency situations, or as replacement parts, are shipped overnight for morning delivery.

The preventive maintenance (PM) schedule will be agreed upon after a meeting with laboratory principals. A tentative schedule will be agreed upon by all parties. One week prior to the preventative maintenance visit, a representative will place a call to the laboratory to confirm the appointment. This is done to minimize instrument downtime. A PM is easily rescheduled. After each PM is completed, the service engineer will perform a system check to ensure the instrument meets all of the manufacturer's specifications of performance. A qualified FSA service representative will perform all repair and PM service.



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Sales 800/795-6357  
Fax 714/279-0506

**II. ASSIGNED SERVICE REPRESENTATIVES**

- Tyson Harris
- Tom Yeoman

Our service representatives have a proven track record in the repair and maintenance of gas chromatography / mass spectrometer systems and all the related detectors, autosamplers and data handling systems. FSA has successfully maintained major service contracts for many city, county, state and federal labs. These labs have opted to renew their contracts with FSA for multiple years. [www.fullspectrum-inc.com](http://www.fullspectrum-inc.com)

It is our commitment to provide the highest quality of service should we be awarded this contract. Please call me with any questions regarding this proposal or our services. I can be reached at (714) 279-3999, ext. 225 or by email at [jmartin@fullspectrum-inc.com](mailto:jmartin@fullspectrum-inc.com).

Sincerely,

John A. Martin  
Executive Vice President  
Full Spectrum Analytics, Inc.

**CALIFORNIA PROFILE**

BidSync Supplier Name	Full Spectrum Analytics, Inc.	Supplier Number	3924
Legal Business Name	FULL SPECTRUM ANALYTICS INC	DBA Business Name	FULL SPECTRUM ANALYTICS INC
Address	85 RICKENBACKER CIR LIVERMORE, CA 94551	Phone	(925) 443-4080
		FAX	(925) 443-4085
Email	tfider@fullspectrum-inc.com		
Web Page	http://www.fullspectrum-inc.com		
Number of Employees	34		
Business Types	Service		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	Analytical Instruments Service. preventative maintenance laboratory mass spectrometry ICP/MS LC/MS hplc gas chromatography GC GCMS purge & trap toc tox agilent hp hewlett packard tekmar-dohrmann oi corp. varian		
Classifications	231518 - Pharmaceutical industry machinery and equipment and supplies 411034 - Laboratory environmental conditioning equipment 411130 - Chemical evaluation instruments and supplies 461519 - Chemical biological control equipment and accessories and supplies 721518 - Machine installation and maintenance and repair services 731521 - Manufacturing equipment maintenance and repair services 851218 - Medical laboratories		
View Options	<a href="#">View Application</a>		
Edit Options	<a href="#">Amend Application</a>   <a href="#">Register as Disabled Veteran Business Enterprise (DVBE)</a>		

**Active Certifications**[Register as Disabled Veteran Business Enterprise \(DVBE\)](#)

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
SB	Approved	Nov 10, 2010	Nov 10, 2010	Nov 30, 2011	

**Certification History**

TYPE	STATUS	STATUS DATE	FROM	TO
SB	Expired	Nov 10, 2010	Nov 6, 2009	Nov 30, 2010
SB	Expired	Nov 6, 2009	Apr 1, 2008	Nov 30, 2009
SB	Expired	Apr 25, 2006	May 5, 2006	Mar 31, 2008
SB	Expired	Apr 3, 2003	May 20, 2003	Apr 30, 2006
SB	Expired	Feb 4, 2000	May 16, 2000	Apr 30, 2003
SB	Expired	May 19, 1997	Jun 24, 1997	May 31, 1999



**EAGLE Registrations Inc.**

SERVICE • INTEGRITY • VALUE

40 N. Main Street, Suite 2410 | Dayton, OH 45423 | USA  
www.eagleregistrations.com



Accredited by member of the IAF MLA for QMS

Certificate No. 4296 (2 Copies)

08/30/2010 through 08/29/2013

# Certificate of Registration

This is to certify that the Quality Management System of



*An Integral Part of Your Company*

**FULL SPECTRUM**®  
ANALYTICS INC.

85 Rickenbacker Circle, Livermore, California 94551 USA  
1554 North Case Street, Orange, California 92867 USA

Has been assessed by **EAGLE Registrations Inc.** and  
conforms with the following standard:

**ISO 9001:2008**

Scope of Registration

Specializes in the repair, preventive maintenance and validation of a  
wide range of analytical chromatography instrumentation.

  
Operations Director

# Invitation to Bid



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

ADVERTISED DATE: FEBRUARY 10, 2011

Invitation to Bid (ITB) Title: Scientific Instrument Service and Maintenance

ITB Number: 1051-11-JDH

Due Date: February 24, 2011- 2:00 p.m.

Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Term Supply Requirement

Furnish service and maintenance for Scientific Instrumentation as requested by King County Environmental Lab personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 212,100.<sup>00</sup>

NO PRE-BID CONFERENCE REQUIRED

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

Company Name

FULL SPECTRUM ANALYTICS, INC.

Address

1554 N. CASE STREET

City/State /Postal Code

ORANGE, CA 92867

Signature

Print name and title

JOHN A. MARTIN / VICE PRESIDENT

Email

martin@fullspectrum-inc.com

Phone (714)

279-3999

Fax

(714) 279-0506

SCS/DBE Certification Number

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

## SECTION 1 Instruction To Bidders

### 1.1 Introduction

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

### 1.2 Bid Submittal Procedure

The **original and two (2) copy(s)** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

### 1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

**1.4 Alterations to Document**

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

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

**1.5 Late Bids**

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

**1.6 Cancellation of ITB or Postponement of Bid Opening**

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

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

**1.7 Addenda**

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

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

**1.8 Questions and Interpretation of the ITB**

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

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

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

**1.9 Examination of Bid Documents**

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

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

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

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

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their

identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

#### **1.11 Bid Withdrawal After Public Opening**

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

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

#### **1.12 Cost of Bid and Samples**

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

#### **1.13 Collusion**

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

#### **1.14 Bid Effective Date**

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

#### **1.15 Bid Price and Tax**

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

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

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

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

#### **1.16 Protest Procedures**

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

## **SECTION 2 Bid Evaluation and Contract Award**

### **2.1 Evaluation of Bids**

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

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

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

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

### **2.2 Responsive and Responsible**

Responsive

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

Responsible

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

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

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

### **2.3 Financial Resources and Auditing**

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

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

## 2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.kingcounty.gov/BDCC> or contacting the Program office at 206-205- 3443.

## 2.5 Forms Required Before Contract Award

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

- Equal Benefit Worksheet and Declaration Form
- Internal Revenue Service Form W-9 \*
- **Certificate of Insurance and Endorsement \*** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

\*If not on file with the County

## 2.6 Rejection of Bids

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

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

## 2.7 Single Bid Receipt

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

## 2.8 Public Disclosure of Bids

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s)

deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

## **2.9 Contract Award**

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

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

## **SECTION 3     Standard Contractual Terms and Conditions**

### **3.1     Administration**

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

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

### **3.2     Contract Amendments**

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

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

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

### **3.3     Invoices and Payment**

The Contractor shall submit properly certified quarterly invoices to King County. The invoice(s) shall be submitted in advance of the 3 months of service and contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable.

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

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

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

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice.

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

### **3.4 Rejection of Goods Or Services**

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

### **3.5 Re-procurement Costs**

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

### **3.6 Termination For Convenience/Default/Non-appropriation**

#### **A. Termination for Convenience**

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

#### **B. Termination for Default**

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

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

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

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

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

C. Termination for Non-Appropriation

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

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

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

**3.7 Force Majeure**

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

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

**3.8 Taxes, Licenses, and Certificate Requirements**

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

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

**3.9 Assignment**

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any

proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

### 3.10 Indemnification and Hold Harmless

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

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

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

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

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the

Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

### **3.11 Applicable Law and Forum**

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

### **3.12 Conflicts of Interest and Non-Competitive Practices**

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

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

### **3.13 Disputes, Claims and Appeals**

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

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

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

### **3.14 Maintenance of Records/Audits**

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

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

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

### **3.15 Other Public Agency Orders**

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

### **3.16 Environmental Purchasing Policy**

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

### **3.17 Industrial and Hazardous Waste**

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

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

### **3.18 Patents and Royalties**

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

### **3.19 Supported Employment Program**

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

### **3.20 Nondiscrimination and Equal Employment Opportunity**

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. Equal Benefits To Employees With Domestic Partners - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

- D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdccc>
- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

### **3.21 Non-Waiver of Breach**

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

### **3.22 Severability**

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

### **3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 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.

### **3.24 Incorporation of Documents**

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

## **SECTION 4 Specific Contractual Terms & Conditions**

### **4.1 Contract Value**

The estimated annual value of this contract is approximately **\$60,000.00**. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4.2 Contract Term**

The term of this Contract will be five 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 31<sup>st</sup> and January 31<sup>st</sup> 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 first year of the Contract period. The Contractor may request price changes on an annual basis and shall supply documentation satisfactory to King County for the proposed price changes. 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.

### **4.5 Shipping Charges**

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

### **4.6 Packing Slips**

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

#### **4.7 Use Report**

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

#### **4.8 Hazardous Chemical Communication**

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

#### **4.9 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)**

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required **provision**.

#### **4.10 Independent Status of Contractor**

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

#### 4.11 Non-Disclosure Obligation

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

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

#### 4.12 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

#### 4.13 Insurance Requirements

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

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

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

**SECTION 5 Technical Specifications**

**5.1 Introduction of Specifications**

King County intends to select Contractor(s) to perform service and maintenance for the scientific instrumentation listed in below Schedules A through E. Service shall not include preventive maintenance (PM), with the exception of those instruments listed in Schedule E, which shall include line item pricing for PM as recommended by the instrument manufacturer.

**5.2 Technical Specifications**

Bidders shall respond to each specification with a check ( ✓ ) mark to indicate compliance with the item specified. Any deviation from the specifications shall be described in detail. Failure to respond to each specification may result in disqualification of the bidder.

- A. King County will notify Contractor 30 days prior to deletions or additions of instruments within a Schedule. Contractor shall provide pricing for any additions to a Schedule within 30 days of request, and billing adjustments shall become effective on the next billing cycle..... ( ✓ )
- B. Contractors shall contact King County within 24 hours of initial service call, excluding weekends and County-observed holidays. .... ( ✓ )
- C. Contractor shall be on-site within 72 hour period of initial service call, excluding weekends and County-observed holidays. .... ( ✓ )
- D. Contractors shall NOT limit the number of service calls placed by King County. .... ( ✓ )
- E. Contractors shall NOT limit the number of technical support calls placed by King County..... ( ✓ )
- F. Service shall include all parts including electronic, pneumatic, mechanical, and vacuum pump parts. Parts shall be OEM. If OEM part is unavailable or are no longer being manufactured, a substitute part may be used, subject to approval of King County..... ( ✓ )
- G. Service shall NOT include consumable parts such as, but not limited to, filaments, injection liners and septa. .... ( ✓ )
- H. Service shall not include preventive maintenance (PM) except for those instruments listed in Schedule E. King County will notify Contractor 30 days prior to addition of an instrument which shall require preventive maintenance (PM). Contractor shall provide PM pricing for any such addition within 30 days of request, and billing adjustments shall become effective on the next billing cycle. .... ( ✓ )
- I. Technical support shall be available Monday through Friday 8:00 a.m. -5:00 p.m. PST. ( ✓ )
- J. Contractors shall NOT limit the number of technical hardware support calls placed by King County..... ( ✓ )

**SECTION 6 Bid Response**

**6.1 Rules of Price Evaluation**

There are five (5) different Schedules, sorted for award purposes into 'like' instruments. For each Schedule, the equipment description includes the manufacturer's name, model number and serial number. Contractors may bid on any number of the five Schedules. Contractors shall provide pricing for all items in a schedule to be considered responsive. The five Bid Schedules include:

- Schedule A: ..... Purge and Traps Service Agreement
- Schedule B: ..... Gas Chromatograph/Mass Spectrometer Service Agreement
- Schedule C: ..... Gas Chromatograph/ICPMS Service Agreement
- Schedule D: ..... Gas Chromatograph
- Schedule E: ..... High Pressure Liquid Chromatograph.

For Schedule E only, pricing shall include a separate line item for preventive maintenance (PM) as recommended by the instrument manufacturer.

For each of Schedules A through E, prices are fixed for the first annual period and then adjusted on an annual basis during the five year contract period. See also subsection **4.4 Price Revisions**.

Bids meeting all requirements of this ITB will be evaluated on total price for each Bid Schedule.

**6.2 Delivery**

Bid prices shall include delivery of any parts used in the service of this contract on an FOB Destination basis, to the following location:

King County Environmental Lab  
 322 W Ewing Street  
 Seattle WA 98119  
 Contact: Michael Doubrova  
 Phone: (206) 684-2355

**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   0   % -   0   Days, Net

6.4 Pricing

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

SCHEDULE A Purge and Traps Service Agreement			
Item#	Description	Quarterly Price	Annual Price (‘Qtrly Price’ X4)
A1A	Teledyne Tekmar Velocity Purge and Trap Concentrator Model # 14-8900-00T S/N US04079009	\$ 225-	\$ 900-
A1B	Tekmar/Dohrmann Solatek 72 MultiMatrix Vial Autosampler Model # 14-7200-103 S/N US04083002	\$ 504-	\$ 2,016-
A2A	Teledyne Tekmar Velocity Purge and Trap Concentrator Model # 14-8900-00T S/N US04079006	\$ 225-	\$ 900-
A2B	Tekmar/Dohrmann Solatek 72 MultiMatrix Vial Autosampler Model # 14-7200-103 S/N US03154001	\$ 504-	\$ 2,016
A3A	Teledyne Tekmar Velocity Purge and Trap Concentrator Model # 14-8900-00T S/N US04083005	\$ 225-	\$ 900-
A3B	Tekmar/Dohrmann Solatek 72 MultiMatrix Vial Autosampler Model # 14-7200-103 S/N US04040007	\$ 504-	\$ 2,016
Total Annual Price ( Sum of ‘Annual Price’)			\$ 8,748-
Schedule A Contract Price (‘Total Annual Price’ X 5)			\$ 43,740

SCHEDULE B Gas Chromatograph/Mass Spectrometer Service Agreement			
Item#	Description	Quarterly Price	Annual Price (‘Qtrly Price’ X 4)
B1A	Agilent 6890 G1530 A/N GC Mainframe S/N US00032620	\$ 213-	\$ 852-
B1B	Agilent 5973 G2579A MSD Core with Turbo Pump S/N US90460020	\$ 750-	\$ 3,000-
B1C	Agilent 7683A G2613A Tower S/N U/S95010709	\$ 48-	\$ 192-
B1D	Agilent 7683A G2614A Tray S/N US94206238	\$ 48-	\$ 192-
B1E	HP 59864B Ion Gauge Controller S/N 6014507	\$ 27-	\$ 108-
B2A	Agilent 6890 G1530 A/N GC Mainframe S/N 10220052	\$ 213-	\$ 852-
B2B	Agilent 5973 G2579A MSD Core with Turbo Pump S/N 21862942	\$ 750-	\$ 3,000-
B2C	Agilent 7683A G2613A Tower S/N CN21324691	\$ 48-	\$ 192-
B2D	Agilent 7683A G2614A Tray S/N US82501152	\$ 48-	\$ 192-

SCHEDULE B			
Gas Chromatograph/Mass Spectrometer Service Agreement			
Item#	Description	Quarterly Price	Annual Price ('Qtrly Price' X 4)
B2E	HP 59864B Ion Gauge Controller S/N US60100262	\$ 27 -	\$ 108 -
B3A	Agilent 6890 G1530 A/N GC Mainframe S/N US10220049	\$ 213 -	\$ 852 -
B3B	Agilent 5973 G2579A MSD Core with Turbo Pump S/N US21862933	\$ 750 -	\$ 3,000 -
B3C	Agilent 7683A G2613A Tower S/N CN21324701	\$ 48 -	\$ 192 -
B3D	Agilent 7683A G2614A Tray S/N CN21520570	\$ 48 -	\$ 192 -
B3E	HP 59864B Ion Gauge Controller S/N US6017824	\$ 27 -	\$ 108 -
B4A	Agilent 6890 G1530 A/N GC Mainframe S/N CN10529064	\$ 213 -	\$ 852 -
B4B	Agilent 5973 G2579A MSD Core with Turbo Pump S/N US52430441	\$ 750 -	\$ 3,000 -
B4C	Agilent 7683A G2613A Tower S/N CN52826239	\$ 48 -	\$ 192 -
B4D	Agilent 7683A G2614A Tray S/N CN52934872	\$ 48 -	\$ 192 -
B5A	Agilent 6890 G1530 A/N GC Mainframe S/N US10220055	\$ 213 -	\$ 852 -
B5B	Agilent 5973 G2579A MSD Core with Turbo Pump S/N US21862941	\$ 750 -	\$ 3,000 -
B5C	HP 59864B Ion Gauge Controller S/N US6017823	\$ 27 -	\$ 108 -
B6A	Agilent 7890A G13440A A/N GC Mainframe S/N CN10838117	\$ 213 -	\$ 852 -
B6B	Agilent 5975C G3172A MSD Core with Turbo Pump S/N US83130628	\$ 750 -	\$ 3,000 -
Total Annual Price ( Sum of 'Annual Price')			\$ 25,080 -
Schedule B Contract Price ('Total Annual Price' X 5)			\$ 125,400

SCHEDULE C			
Gas Chromatograph/ICPMS Service Agreement			
Item#	Description	Quarterly Price	Annual Price ('Qtrly Price' X 4)
C1A	Agilent 6890N G1530N A/N GC Mainframe S/N CN10539074	\$	\$ - NO BID -
C1B	Agilent 7683B Tray G2614A S/N CN53836815	\$	\$ - NO BID -
C1C	Agilent 7683B Tower S/N CN53627393	\$	\$ NO BID -
C1D	Agilent 7500A ICPMS G3271A S/N JP14101353	\$	\$ - NO BID -
Total Annual Price ( Sum of 'Annual Price')			\$ NO BID
Schedule C Contract Price ('Total Annual Price' X 5)			\$ NO BID

**SCHEDULE D  
Gas Chromatographs**

Item#	Description	Quarterly Price	Annual Price (‘Qtrly Price’ X 4)
D1A	Agilent 7890A G13440A A/N GC Mainframe with DUAL EDCs S/N US10943038	\$ 342-	\$ 1,368-
D1B	Two (2) Agilent 7693 G4513A Towers 1) S/N CN94101932 2) S/N CN94101919	\$ 96-	\$ 384-
D1C	Agilent 7693 4514A Autosampler Tray S/N CN92000581	\$ 81-	\$ 324-
D2A	Agilent 7890A G13440A A/N GC Mainframe with DUAL EDCs S/N US10943035	\$ 342	\$ 1,368-
D2B	Two (2) Agilent 7693 G4513A Towers 1) S/N CN94101923 2) S/N CN94101909	\$ 96-	\$ 384-
D2C	Agilent 7693 4514A Autosampler Tray S/N CN92000577	\$ 81-	\$ 324-
D3A	Agilent 7890A G13440A A/N GC Mainframe with DUAL FIDs S/N US10943036	\$ 261-	\$ 1,044
D3B	Two (2) Agilent 7693 G4513A Towers 1) S/N CN94101882 2) S/N CN94101921	\$ 96-	\$ 384-
D3C	Agilent 7693 4514A Autosampler Tray S/N CN92400720	\$ 81-	\$ 324-
<b>Total Annual Price ( Sum of ‘Annual Price ’)</b>			\$ 5,904-
<b>Schedule D Contract Price (‘Total Annual Price’ X 5)</b>			\$ 29,520

**SCHEDULE E**

**High Pressure Liquid Chromatograph**

- Includes preventive maintenance, as recommended by manufacturer

Item#	Description	Quarterly Price	Annual Price ('Qtrly Price' X 4)
E1A	Fluorescence Detector S/N DE60556893 G1310A-1100/1200	\$ 141-	\$ 564-
E1B	Isocratic Pump S/N DE62956783 G1316A-1100/1200	\$ 231-	\$ 924-
E1C	Thermostatted Column Compartment S/N DE63065251 G1329A-HP 1100/1200	\$ 42-	\$ 168-
E1D	Degasser S/N JP63705551 G1379B-1200 Series	\$ 54-	\$ 216-
E1E	Autosampler G1329A S/N DE64764003	\$ 204-	\$ 816-
Total Annual Price (Sum of 'Annual Price')			\$ 2,688-
Schedule E Contract Price ('Total Annual Price' X 5)			\$ 13,440

Grand Total Schedules A through E Contract Price (5 years): \$ 212,100.00 -

Also submit this total on cover page of ITB for 'Total Bid Price'.

**6.5 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>WA STATE PATROL</u>	Company Name: <u>WA DEPARTMENT OF ECOLOGY</u>
Company Address: <u>2203 AIRPORT WY, SEATTLE WA</u>	Company Address: <u>7411 BEACH DR. EAST, PORT ORCHARD WA</u>
Company Phone: <u>206-262-6100</u>	Company Phone: <u>360-871-8813</u>
Contact Person: <u>AMANDA BLACK</u>	Contact Person: <u>JEFF WESTERLUND</u>
Dates: <u>2008 to PRESENT</u>	Dates: <u>2003 to PRESENT</u>
Company Name: <u>BOEING COMPANY - KENT</u>	Company Name: <u>I.P. CALLISON &amp; SONS</u>
Company Address: <u>20403 68 AVENUE, KENT WA</u>	Company Address: <u>2400 CALLISON ROAD, LACY WA</u>
Company Phone: <u>253-657-8718</u>	Company Phone: <u>360-412-3340</u>
Contact Person: <u>CAMERON BACKER</u>	Contact Person: <u>KEVIN ALLEN</u>
Dates: <u>2000 to PRESENT</u>	Dates: <u>2004 to PRESENT</u>