



KingCounty

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

CNK-ES-0340      206-263-9400 Ph  
3<sup>rd</sup> Floor      206-296-7676 Fax  
401 5<sup>th</sup> Avenue      TTY Relay: 771  
SEATTLE, WA 98104      [www.kingcounty.gov](http://www.kingcounty.gov)

**CONTRACTOR:**  
APPLIED INDUSTRIAL TECHNOLOGIES INC  
4021 6TH AVE S

SEATTLE, WA 98108 United States  
Fax: (206) 6826919

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

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

CONTRACT		
CONTRACT NO. 5678274	REVISION 0	PAGE 1 of 1
CREATION DATE 01-MAY-2014	BUYER JORDAN JUNGNITZ	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
1086	NET30DAYS	Paid	DESTINATION, FREIGHT PAID	Seller Chooses	Telephone: (206) 223-5255

**DESCRIPTION**

**Term Purchase Agreement**

Furnish berings, belts and related items as requested by various authorized King County departments, divisions and agencies, during the period May 1, 2014 through April 30, 2019, in accordance with King County ITB number 1028-14-JRJ and the responding bid of Applied Industrial Technologies, both incorporated by reference as if fully set forth herein.

Standard purchase orders referencing this contract agreement number will be issued by King County to authorize the purchase and payment of goods and/or services. All invoices must reference the individual standard purchase order number to avoid delay in payment.

Authorized Signature

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: MARCH 20, 2014**

Invitation to Bid (ITB) Title: Bearings, Belts and Related Items

ITB Number: 1028-14-JRJ

Due Date: April 3, 2014 - 2:00 p.m.

Buyer: Jordan Jungnitz, jordan.jungnitz@kingcounty.gov, 206-263-9313

Alternate Buyer: Julie Snider, julie.snider@kingcounty.gov, 206-263-9291

Furnish bearings, belts and related items in accordance with the attached instructions, requirements and specifications.

**TOTAL BID PRICE:** \$ \_\_\_\_\_

**NO PRE-BID CONFERENCE**

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 all Addenda 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

Applied Industrial Technologies, Inc.

Address

4021 6th Ave S

City/State /Postal Code

Seattle, WA 98108-5202

Signature

Print name and title

Donna J. White - Director of Government Sales

Email

sc0401@applied.com

Phone

(206) 223-5255

Fax

(206) 682-6919

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 one (1) copy** 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**

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 for 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 the 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 206-263-9734.

## **2.5 Substitutions**

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

## **2.6 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 \*

\*If not on file with the County

## **2.7 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.

## **2.8 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.

## **2.9 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."

## **2.10 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 invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. 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. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

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**

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

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision 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.

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

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 (10th) 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 this section 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**

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

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31<sup>st</sup> and January 31<sup>st</sup> for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

### **3.16 Environmentally Preferable Product Procurement 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 18.20).

### **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 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/bdcc>.
- 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 Contractor 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**

If this Contract is a covered transaction for purposes of 49 CFR Part 29, 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 performing this Contract and 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 \$200,000. 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      Price Revisions**

Pricing for items ordered under this Contract shall be based on the discount or multiplier identified in the bid and the item's price in the current accepted catalog or price list.

Pricing shall be based on the original catalog or price list until the County has accepted a subsequent catalog or price list. The County may accept a new catalog or price list by using it to determine pricing in future orders. If the County determines the prices contained in new catalogs or price lists are not fair and reasonable, the County may re-bid or purchase the items through any other means available.

### **4.4      Shipping Charges**

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

### **4.5      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 order 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.

### **4.6      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.

#### **4.7 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 least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

#### **4.8 Warranty Remedies**

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written

notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

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.

#### **4.9 Product Return**

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County. This subsection does not apply to any merchandise made to order for the County.

#### **4.10 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.

## SECTION 5 Technical Specifications

### 5.1 Introduction to Specifications

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining bearings, belts and related items. The specifications are not intended to limit competition, but to ensure that only quality products are received for the duration of this contract. The Contractor shall supply and deliver bearings, belts and related items on an as needed basis as required by various King County Agencies, Departments and Divisions.

King County is seeking bids on a wide variety of bearings, belts and related items through the submission of pricing for listed items and for a discount off of Manufacturer's Suggested List Price (MSLP).

### 5.2 Manufacturers and Brands

The following is a list of typical brands/manufacturers of bearings, belts and related equipment purchased by the County as referenced in Subsection 6.7.C Schedule 3. This list is not all inclusive and does not restrict the County to the purchase of these brands/manufacturers.

<b>Manufacturer/ Brand Code</b>	<b>Manufacturer</b>
Bower	NTN Bearing Corporation of America
BCA	NTN Bearing Corporation of America
Browning	Emerson Industrial Automation
DODGE	Baldor Electric Co.
FAG	Schaeffler KG
FAG-INA	Schaeffler KG
FAFNIR	Fafnir Bearing Company
GATES	Gates Corporation
KML	KML Bearing & Equipment Ltd.
KOYO	Koyo Seiko Co. Ltd.
LINK BELT	Link Belt Construction Equipment
MARTIN	Martin Sprocket & Gear, Inc.
MRC	SKF USA, Inc.
NACHI	Nachi America Inc

<b>Manufacturer/ Brand Code</b>	<b>Manufacturer</b>
NTN	NTN Bearing Corporation of Canada
PEER	Peer Bearing Company
RBC Bearings	RBC Bearings, Inc.
Rexnord	Rexnord, LLC
SKF	The SKF Group
SNR	SNR Bearings
Thomson IND.	Danaher Motion
Timken	The Timken Company
VXB	VXB.com Ball Bearings, Nationskander California Corp
ZVL-ZKL	ZVL-ZKL Bearings Corporation

## **Minimum Requirements**

### **5.3 Contractor Qualifications**

To be eligible for award:

- A. Bidder shall be a bona fide distributor or dealer of the goods offered, shall have at least two (2) years prior successful experience selling bearings, belts and related items, and shall possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of this Invitation to Bid.

Bidders shall have facilities, skilled and trained personnel to provide the specified parts. The Contractor shall assist customers in making cost effective purchases. Assistance includes, but is not limited to, suggesting new products and/or methods, economic order quantities and less costly substitutes of equal quality.

The Contractor shall be required to maintain adequate resources to obtain required materials and provide sufficient personnel to perform the specified work, and terms and conditions of this Invitation to Bid. King County will be the sole judge in determining if the Bidder can perform satisfactorily within the terms of this Contract.

- B. The Contractor shall be required to support and maintain sufficient stock to ensure prompt receipt of the items ordered. The Contractor shall also be able to deliver the requested materials within the specified time period in Subsection 6.2. The Contract involves products which are necessary to perform critical King County services. Any delay in order receipt could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

C. Contractor's Facility

The Contractor shall be operating out of a commercial facility which shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 6:00 p.m. Monday through Friday.

D. Contractor's Contact Information

The Contractor shall provide in Subsection 6.3.A a contact name and a direct telephone number and in Subsection 6.3.B an "emergency" phone number for service required during hours outside of those stated in Bidder's response to Subsection 6.3.A.

**5.4 Parts**

A. All bearings and belts shall meet or exceed OEM manufacturer's minimum specifications and conform to all applicable industry and safety standards. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

B. Approved Equals

Substitutions for listed parts are allowed as described in Subsection 2.5 unless otherwise indicated by use of the words "**No Substitutions.**"

**5.5 Catalogs and Price Lists**

Upon request, the Contractor shall furnish, at no additional cost, the latest dated catalogs, published price lists and/or published manufacturer's net price lists, including specific technical information related to the products on this contract, to King County. Contractor shall have a maximum of two (2) weeks after request to supply the requested documents specified. Price lists can be in hard copy, disk or electronic format. When available, Bidders shall provide the URL link to their website, online catalogs, price lists, and other information required in this subsection in the space provided in Subsection 6.7.C Schedule 3.

**5.6 Related Products**

Any purchase order resulting from this ITB may be expanded to cover related items provided that such products are normally furnished by the Contractor. Contractor shall agree to provide related products using the same pricing structure as the items covered by this ITB in Subsection 6.7.

**5.7 Order Placement**

A. Some King County King County Agencies, Departments and Divisions may issue standard purchase orders against the Contract to order any and all parts to be furnished under this Contract. Such orders may be issued at any time during the Contract period. All standard purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between any purchase order and this Contract, the terms and conditions of the Contract shall control. A purchase order is considered issued when King County receives a confirming fax from the Contractor.

1. Contractor Order Confirmation

King County purchasing personnel shall receive an order confirmation from the Contractor, by line item, via FAX within twenty-four (24) hours of order placement. The Contractor shall also provide the expected delivery date(s) by line item at the time of order confirmation for standard in-stock orders or within three (3) working

days after order confirmation for non-stock items. Orders not received by the expected delivery date are subject to complete or partial cancellation by King County without any penalty to the County from the Contractor.

B. Order and Delivery Plan

Prior to the Contract award, the Contractor shall provide an order and delivery plan listing the contact names and phone numbers for ordering, expediting, and emergencies.

- C. The Contractor shall advise the County of any item that is not available or will be backordered at the time of order placement. King County shall immediately be notified by the Contractor if an existing order will be delayed or not delivered exactly as ordered.

**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. Failure to completely bid all items in all schedules as required in Subsection 6.7 may render the bid non-responsive. The County reserves the right to award by line item, schedule or manufacturer.

**6.2 Delivery**

Delivery of **standard in-stock** items is required as soon as possible and not later than three (3) days after receipt of order. Delivery of **non-standard special order** items is required as soon as possible and not later than thirty (30) days after receipt of order. Bid prices shall include delivery, FOB destination, to various locations within King County.

**6.3 Bidder's Contact Information**

A. Primary Location

Physical Address: 4021 6th Ave S, Seattle, WA 98108-5202

Mailing Address: 4021 6th Ave S, Seattle, WA 98108-5202

Name of Contact Person: Marty Mullin - Service Center Manager

Email: sc0401@applied.com

Telephone No. (Local/Toll Free): (206) 223-5255

Fax No. (Local/Toll Free): (206) 682-6919

UBI No.: \_\_\_\_\_

Washington State Contractor's License (if applicable): N/A

State hours and days of operation:

Hours: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. Days: \_\_\_\_\_ to \_\_\_\_\_

B. Emergency Contact Information (if different than the information provided above)

Name of emergency contact person: Marty Mullin - Service Center Manager

Telephone No. (Local/Toll Free): (206) 223-5255

**6.4 Remit Address (where payment will be mailed):**

22510 Network Place

Chicago, IL 60673

**6.5 Retail and Stocking/Warehouse Facility Locations (if applicable)**

The Contractor shall attach a separate list of the location(s) for all facilities including the address, contact name(s), email(s), telephone number(s), and fax number(s), for each facility.

**6.6 Prompt Pay Discount**

Prompt payment discounts offered by Contractors shall be used when evaluating proposal pricing 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 proposed and will apply the discount offered to all p-card transactions. Discount periods shall be extended if:

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

**Prompt pay discount offered \_\_\_\_\_% - \_\_\_\_\_ Days, Net \_\_\_\_\_**

**4.4 Purchasing Card (P-Card) Acceptance**

Contractors are requested to have the capability of accepting the King County’s authorized VISA Procurement Card (p-card) as a method of payment. Price change(s) or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The Contractor may receive payment from King County by a p-card in the same manner as other VISA purchases.

**VISA acceptance is preferred, but is not the exclusive method of payment.**

Accept VISA cards: Yes X No \_\_\_\_\_

Additional purchasing (charge) cards accepted:

- America Express
- Discover
- MasterCard
- Other: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**6.7 Pricing**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. Estimated quantities and usage are for bid evaluation purposes only. Estimated Quantity reflects the annual estimated usage. The County reserves the right to award by line item, schedule or manufacturer.

To ensure equivalence, the base price for Schedules 1 and 2 shall be the current Manufacturer’s Suggested List Price (MSLP), if applicable. Using that as a basis, bidders shall fill in the MSLP, the Discount Percentage (if any) offered and the Unit Price. The Unit Price is calculated by multiplying the MSLP by the Discount Percentage (if any) and subtracting this amount from the MSLP. Extend the total by multiplying the Estimated Quantity by the Unit Price for each line item below.

Schedules 1 and 2 provide a representative list of the items to be purchased under the Contract. Other sizes and types of these products may also be purchased under this Contract (see Subsection 6.7.C Schedule 3 – Other Related Items). The discount percentage offered for the listed items shall be consistent for all related items purchased under this Contract. Bids may be deemed non-responsive if you fail to complete all of the fields listed below. If no discount percentage is offered, enter 0% in the appropriate space. If you are not bidding on an item, enter 0 in all columns.

**A. Schedule 1 - Bearings for King County DOT Fleet Administration Division**

Schedule 1 is a representative list of bearings primarily purchased by King County DOT Fleet Section personnel. Purchase of these items may be made by any authorized King County Agency, Department or Division. The Discount Percentage offered below shall remain constant for the term of this Contract.

Item No.	Est. Qty	UOM	Description	MSLP	Discount %	Unit Price	Extended Total
1	10	EA	Bearing - Dodge Brand, Part No. FC-GT-108 <b>No Substitutions</b>	\$167.25	44.8 %	\$ 92.42	\$ 924.20
2	12	EA	Bearing - Dodge Brand, Part No. FC-S2-200L <b>No Substitutions</b>	\$496.00	39.8 %	\$ 298.73	\$ 3,584.76
3	5	EA	Bearing - Dodge Brand, Part No. FCSCM108 <b>No Substitutions</b>	\$153.75	44.8 %	\$ 84.96	\$ 424.80
<b>Schedule 1 Total</b>							<b>\$4,933.76</b>

**B. Schedule 2 – Bearings and Belts for King County DNRP Wastewater Treatment Division**

Schedule 2 is a representative list of bearings primarily purchased by King County DNRP Wastewater Treatment Division personnel. Purchase of these items may be made by any authorized King County Agency, Department or Division. The discount percentage offered below shall remain constant for the term of this Contract.

Item No.	Est. Qty	UOM	Description	MSLP	Discount %	Unit Price	Extended Total
1	1	EA	Bearing – <b>MRC Brand</b> , Part No. 107KSZZ or approved equal Brand and Part No. Offered: _____	\$ 56.01	51.1 %	\$ 27.38	\$ 27.38
2	2	EA	Bearing Ball, Grooved – <b>SKF Brand</b> , Part No. 16040 C3 <b>No Substitutions</b>	\$ 1,976.44	51.1 %	\$ 965.96	\$ 1,931.92
3	2	EA	Bearing, 3 in, Flange, Four Bolt – <b>Dodge Brand</b> , Part No. 023111 or approved equal Brand and Part No. Offered: _____	\$ 650	42.6 %	\$ 373.70	\$ 747.40
4	2	EA	Bearing, 2-3/16, Pillow Block, Type K – <b>Dodge Brand</b> , flange mount Part No. 023243 or approved equal Brand and Part No. Offered: _____	\$ 936	43.2 %	\$ 532.29	\$ 10654.58
5	2	EA	Bearing, Cylindrical Roller – <b>SKF Brand</b> , Part No. NU 240ECMAI <b>No Substitutions</b>	\$ 5,379.26	48.9 %	\$ 2,757.92	\$ 5,515.84
6	2	EA	Bearing, Ball, Grooved, 625 – <b>SKF Brand</b> , Part No. 16040 C3I <b>No Substitutions</b>	\$ 1,976.44	51.1 %	\$ 965.96	\$ 1931.92
7	4	EA	Bearing, Double Sealed – <b>MRC Brand</b> , Part No. 312SFF or approved equal Brand and Part No. Offered: _____	\$ 241.97	51.1 %	\$ 118.25	\$ 405.98
8	2	EA	Bearing, Spherical Roller – <b>SKF Brand</b> , Part No. 23024 <b>No Substitutions</b>	\$ 830.65	51.1 %	\$ 405.98	\$ 811.96
9	2	EA	Bearing, – <b>MRC Brand</b> , Part No. 5310G or approved equal Brand and Part No. Offered: _____	\$ 265.30	51.1 %	\$ 129.66	\$ 259.32
10	3	EA	Bearing, Spherical Thrust – <b>FAG Brand</b> , Part No. 29424E <b>No Substitutions</b>	\$ 3,600	50 %	\$ 1,783.73	\$ 5,351.19
11	2	EA	Bearing, Taper Roller – <b>SKF Brand</b> , Part No. 32028X <b>No Substitutions</b>	\$655.13	50 %	\$ 327.62	\$ 655.24

Item No.	Est. Qty	UOM	Description	MSLP	Discount %	Unit Price	Extended Total
12	4	EA	Bearing – <b>MRC Brand</b> , Part No. 5308MG or approved equal Brand and Part No. Offered: _____	\$ 202.31	51.1 %	\$ 98.88	\$ 395.52
13	6	EA	Bearing, Double Sealed – <b>MRC Brand</b> , Part No. 206SZZ or approved equal Brand and Part No. Offered: _____	\$ 28.78	51.1 %	\$ 14.07	\$ 84.42
14	4	EA	Bearing, Double Sealed – <b>MRC Brand</b> , Part No. 314SZZ or approved equal Brand and Part No. Offered: _____	\$ 2,286.65	51.1 %	\$ 1,117.57	\$ 4,470.28
15	12	EA	Bearing – <b>MRC Brand</b> , Part No. 211M or approved equal Brand and Part No. Offered: _____	\$ 114.79	51.1 %	\$ 56.10	\$ 673.20
16	9	EA	Bearing, Angular, Contact , Thrust – <b>NTN Brand</b> , Part No. 7324BMG or approved equal Brand and Part No. Offered: _____	\$ 2,447.23	51.1 %	\$ 1,196.06	\$ 10,764.54
17	6	EA	Bearing, Angular Contact – <b>SKF Brand</b> , Part No. 7228BMG or approved equal Brand and Part No. Offered: _____	\$ 1,856.44	51.1 %	\$ 907.31	\$ 5,443.86
18	4	EA	Bearing – <b>SKF Brand</b> , Part No. 7334BMG or approved equal Brand and Part No. Offered: _____	\$ 5,096.50	51.1 %	\$ 2,490.86	\$ 9,963.44
19	33	EA	Bearing – <b>Fafnir Brand</b> , Part No. 7311 WN SU, <b>SKF Brand</b> , Part No. 7311 BECBM or <b>MRC Brand</b> , Part No. 7311 PJ DU <b>No Substitutions</b>	\$ 248.23	51.1 %	\$ 121.32	\$ 4,003.56
20	12	EA	Bearing – <b>Fafnir Brand</b> , part No. 7312 WN SU, <b>SKF Brand</b> , Part No. 7312 BECBM or <b>MRC Brand</b> , Part No. 7312 PJ DU <b>No Substitutions</b>	\$ 293.97	51.1 %	\$ 143.68	\$ 1,724.16
21	3	EA	Bearing, Ball – <b>FAG Brand</b> , Part No. 6315 C3 or approved equal Brand and Part No. Offered: _____	\$ 365	50 %	\$ 181.90	\$ 545.70

Item No.	Est. Qty	UOM	Description	MSLP	Discount %	Unit Price	Extended Total
22	3	EA	Bearing, Cylindrical Roller – <b>FAG Brand</b> , Part No. 572434 or approved equal Brand and Part No. Offered: <u>No List Price, Made to Order</u>	N/A	%	\$ 940.72	\$ 2,822.16
23	2	EA	Bearing, Bore Cone – <b>Timken Brand</b> , Part No. EE350750 <b>No Substitutions</b>	N/A	%	\$ 5,180.89	\$ 10,361.78
24	2	EA	Bearing, Cone – <b>Timken Brand</b> , Part No. EE107060 <b>No Substitutions</b>	N/A	%	\$ 959.68	\$ 1,919.36
25	15	EA	Bearing, Angular, Contact, <b>SNR Brand</b> , Part No. 7315BGM, <b>SKF Brand</b> , Part No. <b>7315 BECBM</b> or MRC Brand, Part No. 7315BGFY <b>No Substitutions</b>	\$ 502.14	51.1 %	\$ 245.42	\$ 3,681.30
26	2	EA	Bearing, Tapered Roller – <b>Timken Brand</b> , Part No. HM926710 <b>No Substitutions</b>	N/A	%	\$ 288.58	\$ 577.16
27	2	EA	Bearing, Tapered Roller – <b>Timken Brand</b> , Part No. HM926747 <b>No Substitutions</b>	N/A	%	\$ 516.30	\$ 1,032.26
28	1	EA	Bearing – <b>Timken Brand</b> , Part No. 211300 <b>No Substitutions</b>	N/A	%	\$ 8,813.38	\$ 8,813.38
29	1	EA	Bearing, Double Sealed - <b>MRC Brand</b> , Part No. 316 SZZ or approved equal Brand and Part No. Offered: _____	\$ 1,586.42	51.1 %	\$ 775.34	\$ 775.34
30	1	EA	Bearing – <b>SKF Brand</b> , Part No. 6238M <b>No Substitutions</b>	\$ 4,893.91	40 %	\$ 2,931.85	\$ 2,931.85
31	1	EA	Bearing, Cylindrical Roller 5412 – <b>SKF Brand</b> , Part No. NU 1036ML <b>No Substitutions</b>	3,003.32	48.7 %	\$ 1,539.79	\$ 1,539.79

Item No.	Est. Qty	UOM	Description	MSLP	Discount %	Unit Price	Extended Total
32	1	EA	Bearing, Cone – <b>Timken Brand</b> , Part No. EE380875 <b>No Substitutions</b>	N/A	%	\$ 7,464.23	\$ 7,464.23
33	1	EA	Bearing, Cup – <b>Timken Brand</b> , Part No. <b>380190</b> <b>No Substitutions</b>	N/A	%	\$ 3,497.31	\$ 3,497.31
34	1	EA	Bearing – <b>Timken Brand</b> , Part No. 351687 <b>No Substitutions</b>	N/A	%	\$ 1,774.46	\$ 1,774.46
35	3	EA	Bearing, Double Sealed – <b>FAG Brand</b> , Part No. 6214 2RSR C3, SKF Brand, Part No. 6214 2RSJEM C3 or MRC Brand, Part No. 214SZZ <b>No Substitutions</b>	\$ 175	50 %	\$ 87.34	\$ 262.02
36	2	EA	Bearing, Inner Outer Race – <b>NTN Brand</b> , Part No. NJ310E or approved equal Brand and Part No. Offered: _____	N/A	%	\$ 169.65	\$ 339.30
37	16	EA	V Belt Cogged – <b>Gates Brand</b> , Part No. 5VX630 or approved equal Brand and Part No. Offered: <u>Goodyear 5VX630</u>	N/A	%	\$ 18.49	\$ 295.84
38	6	EA	V Belt – <b>Gates Brand</b> , Part No. BX77 or approved equal Brand and Part No. Offered: <u>GDYR BX77</u>	N/A	%	\$ 11.34	\$ 68.04
39	16	EA	V Belts Cogged – <b>Gates Brand</b> , Part No. 5VX1500 or approved equal Brand and Part No. Offered: <u>GDYR 5VX1150</u>	N/A	%	\$ 45.06	\$ 720.96
40	3	EA	Belt, 3 Rib Banded – <b>Gates Brand</b> , Part No. 3/3VX600 or approved equal Brand and Part No. Offered: <u>GDYR 3/3VX600</u>	N/A	%	\$ 32.34	\$ 97.02
41	10	EA	Belt – <b>Gates Brand</b> , Part No. BX42 or approved equal Brand and Part No. Offered: <u>GDYR BX42</u>	N/A	%	\$ 7.33	\$ 73.30

Item No.	Est. Qty	UOM	Description	MSLP	Discount %	Unit Price	Extended Total
42	10	EA	Belt – <b>Gates Brand</b> , Part No. B36 or approved equal Brand and Part No. Offered: <u>GDYR B36</u>	N/A	%	\$ 4.89	\$ 48.90
43	10	EA	Belt – <b>Gates Brand</b> , Part No. A41 or approved equal Brand and Part No. Offered: <u>GDYR A41</u>	N/A	%	\$ 3.98	\$ 39.80
44	4	EA	Coupling/Sleeve – <b>Martin Brand</b> , Part No. 6JEM or approved equal Brand and Part No. Offered: _____	N/A	%	\$ 16.04	\$ 64.16
<b>Schedule 2 Total</b>							<b>\$ 105,498.15</b>

C. Schedule 3 –Other Related Items

The discount percentage offered for related items not listed shall be consistent for all related product lines, product groups and supplies purchased under this contract. An estimated annual amount of related products to be purchased has been established.

Other related items may be obtained under this contract. The discount percentage offered for related items not listed in Schedules 1 and 2 shall match the discount used in Schedules 1 and 2 for each brand/manufacturer to calculate the King County Unit Price. **If no discount off is offered, enter 0% in the appropriate space. The prompt payment discount offered is separate from the discount off offered below. The estimated annual usage is for bid evaluation purposes only.**

Please list any additional Manufacturer(s) or Brand names as required. Bidders shall use \$1,000.00 as the Estimated Annual Usage for any additional Manufacturer/Brand offered. Bidders may attach additional sheets if necessary. Please include the Catalog Name and Catalog Section name and pages if the bid is not for the entire catalog, the Effective Date of Catalog or List price and the Discount Percentage off of the Catalog; published Price Lists and/or latest dated published manufacturer's net price lists below:

Bidders shall state below the Discount Percent (if any) from the Manufacturer's Suggested List Price (MSLP) offered on Replacement/Repair Parts and Supplies. The Discount is calculated by multiplying the Estimated Annual Usage quantity by the Discount Percentage (if any). To calculate the Extended Price, subtract the Discount from the Estimated Annual Usage.

Item No.	Manufacturer or Brand	Catalog, Catalog Section or Published List Price Name including Web Addresses	Effective Date	Catalog Page Nos.	Est. Annual Usage	Discount %	Discount	Extended Total
1	BCA	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
2	BOWER	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
3	BROWNING	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
4	DODGE	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
5	FAFNIR	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
6	FAG	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
7	FAG-INA	_____ URL: _____			\$ 1,000.00	0 %	\$	\$

Item No.	Manufacturer or Brand	Catalog, Catalog Section or Published List Price Name including Web Addresses	Effective Date	Catalog Page Nos.	Est. Annual Usage	Discount %	Discount	Extended Total
8	GATES	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
9	KML	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
10	KOYO	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
11	MARTIN	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
12	MRC	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
13	NACHI	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
14	NTN	_____ URL: _____			\$ 1,000.00	0 %	\$	\$

Item No.	Manufacturer or Brand	Catalog, Catalog Section or Published List Price Name including Web Addresses	Effective Date	Catalog Page Nos.	Est. Annual Usage	Discount %	Discount	Extended Total
15	PEER	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
16	RBC BEARINGS	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
17	REXNORD	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
18	SKF	_____ URL: _____			\$ 1,000.00	%	\$	\$
19	SNR.	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
20	THOMSON IND.	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
21	TIMKEN	_____ URL: _____			\$ 1,000.00	0 %	\$	\$

Item No.	Manufacturer or Brand	Catalog, Catalog Section or Published List Price Name including Web Addresses	Effective Date	Catalog Page Nos.	Est. Annual Usage	Discount %	Discount	Extended Total
22	VXB	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
23	ZVL-ZKL	_____ URL: _____			\$ 1,000.00	0 %	\$	\$
<b>Schedule 3 Total</b>								<b>\$</b>

**Total Bid Price (Schedules 1 + 2 +3 and insert total amount on cover page) \$ 110,431.91**

## 6.8 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:	Unisea, Inc.
Company Address:	15400 NE 90th St Redmond WA 98052
Company Phone:	425-881-8181
Contact Person:	Janet Jeter
Dates:	Early 2000s to present
Company Name:	The Boeing Co.
Company Address:	7644 E Marginal Way S Seattle WA 98108
Company Phone:	206-662-4039
Contact Person:	Stephanie Kirkpatrick
Dates:	40 year history of sales
Company Name:	Icicle Seafoods
Company Address:	4207 9th Ave NW Seattle, WA 98107
Company Phone:	206-281-5373
Contact Person:	Dan Weber
Dates:	Early 2000s to present
Company Name:	CBRE
Company Address:	8950 154th Ave Redmond WA 98052
Company Phone:	425-538-0908
Contact Person:	Kristen Daves
Dates:	Early 2000s to present