

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
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

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

CONTRACTOR:
PACIFIC RIM LABORATORIES INC
#103 - 19575 55A AVENUE

SURREY, BC V3S 8P8 Canada
Fax: (604) 5328712

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

SHIP TO:
KC DNRP WLR
201 S JACKSON ST, KSC-NR-0600
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 5698348	REVISION 0	PAGE 1 of 1
CREATION DATE 18-JUL-2014	BUYER JANET HARJO	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
552461	NET30DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (604) 542-8711

DESCRIPTION

Contract Purchase Agreement

Furnish lab analysis services to King County personnel as requested, during the period July 21, 2014 through July 20, 2019, in accordance with ITB # 1052-14-JDH, responding offer of Pacific Rim Laboratories Inc, and correspondence labeled Request for Clarification, each of which are 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

'ORIGINAL'



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 4, 2014

Invitation to Bid (ITB) Title: Lab Analysis for Water, Wastewater, Soil, Sediment, Biosolids and Tissue

ITB Number: 1052-14-JDH

Due Date: March 27, 2014- 2:00 p.m.

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

Alternate Buyer: Amon Billups, amon.billups@kingcounty.gov, 206-263-9306

Furnish lab analysis as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 189,862.50

THERE WILL BE 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

Pacific Rim Laboratories Inc.

Address

#103 - 19575 55 Avenue

City/State /Postal Code

Surrey, BC V3S 8P8

Signature

Print name and title

David Hope, CEO

Email

dave@pacificrimlabs.com

Phone

604-532-8711

Fax

604-532-8712

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 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 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 Manger. 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 31st and January 31st 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 **\$75,000.00** and County expects the need for services to fluctuate from year to year depending upon the projects that arise. 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

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

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

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

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

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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 shall 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 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.

4.10 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.

4.11 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

Contractor is to provide laboratory analysis of water, wastewater, soil, sediment, biosolids and tissue samples to King County Department of Natural Resources and Parks for the following compounds.

- 209 Polychlorinated biphenyl (PCB) Congeners, using United States (US) Environmental Protection Agency (EPA) Method 1668C
- 17 Dibenzo-p-dioxins (PCDDs) and dibenzofurans (PCDFs), using US EPA Method 1613B
- 46 Polybrominated diphenyl ether (PBDE) congeners, using US EPA Method 1614

5.2 Project History

King County Water and Land Resources and Wastewater Treatment Divisions periodically collect and analyze water, wastewater, soil, sediment, biosolids and tissue samples in support of various projects within King County. Results of these analyses are used to evaluate environmental contamination.

5.3 Sampling Schedule

Approximately 20 to 45 samples will be collected each calendar year, from various sources within King County, and analyzed for one or more of the methods outlined in Section 5.4. These analyses shall be performed in support of several regulatory and monitoring projects performed by King County. The County will collect samples monthly, quarterly or during wet season sampling. Requirements of the analytical process are described below. Samples require identification, analysis and quantitation of one or more of the following: PCB congeners; PCDDs and PCDFs congeners; and/or PBDE congeners.

5.4 Scope of Work

Organic analyses of interest are all 209 PCB congeners, 17 PCDD and PCDF congeners, as specified in Table 5.4.1, and 46 PBDE congeners, as specified in Table 5.4.2.

Table 5.4.1 Dioxin and Furan Congeners

Dioxins	Furans
2,3,7,8- TCDD	2,3,7,8- TCDF
1,2,3,7,8-PeCDD	1,2,3,7,8-PeCDF
	2,3,4,7,8-PeCDF
1,2,3,4,7,8-HxCDD	1,2,3,4,7,8-HxCDF
1,2,3,6,7,8-HxCDD	1,2,3,6,7,8-HxCDF
1,2,3,7,8,9-HxCDD	1,2,3,7,8,9-HxCDF
	2,3,4,6,7,8-HpCDF
1,2,3,4,6,7,8-HpCDD	1,2,3,4,6,7,8-HpCDF
	1,2,3,6,7,8,9-HpCDF
OCDD	OCDF

Table 5.4.2 Polybrominated Diphenyl Ether Congeners

PBDE congener	BDE No.
2,4-DiBDE	7
2,4'-DiBDE	8
2,6-DiBDE	10
3,3'-DiBDE	11
3,4-DiBDE	12
3,4'-DiBDE	13
4,4'-DiBDE	15
2,2',4-TrBDE	17
2,3',4-TrBDE	25
2,4,4'-TrBDE	28
2,4,6-TrBDE	30
2,4',6-TrBDE	32
2',3,4-TrBDE	33
3,3',4-TrBDE	35
3,4,4'-TrBDE	37
2,2',4,4'-TeBDE	47
2,2',4,5'-TeBDE	49
2,2',4,6'-TeBDE	51
2,3',4,4'-TeBDE	66
2,3',4',6-TeBDE	71
2,4,4',6-TeBDE	75
3,3',4,4'-TeBDE	77
3,3',4,5'-TeBDE	79
2,2',3,4,4'-PeBDE	85
2,2',4,4',5-PeBDE	99
2,2',4,4',6-PeBDE	100
2,3,3',4,4'-PeBDE	105
2,3,4,5,6-PeBDE	116
2,3',4,4',6-PeBDE	119
2,3',4,5,5'-PeBDE	120
3,3',4,4',5-PeBDE	126
2,2',3,3',4,4'-HxBDE	128
2,2',3,4,4',5'-HxBDE	138
2,2',3,4,4',6'-HxBDE	140
2,2',4,4',5,5'-HxBDE*	153
2,2',4,4',5,6'-HxBDE*	154
2,2',4,4',6,6'-HxBDE	155
2,3,4,4',5,6-HxBDE	166

PBDE congener	BDE No.
2,2',3,4,4',5,6-HpBDE	181
2,2',3,4,4',5',6-HpBDE	183
2,3,3',4,4',5,6-HpBDE	190
2,2',3,4,4',5,5',6-OcBDE	203
2,2',3,3',4,4',5,5',6-NoBDE	206
2,2',3,3',4,4',5,6,6'-NoBDE	207
2,2',3,3',4,5,5',6,6'-NoBDE	208
2,2',3,3',4,4',5,5',6,6'-DeBDE	209

A. Analytical Methodology

1. The requested US EPA methods are:
 - a. 1668 Revision C, Chlorinated Biphenyl Congeners in Water, Soil, Sediment, Biosolids and Tissue by High Resolution Gas Chromatography/High Resolution Mass Spectrometry (HRGC/HRMS), EPA-820-R-10-005 ;
 - b. 1613B, Tetra- through Octa-Chlorinated Dioxin and Furans by Isotope Dilution HRGC/HRMS, EPA-821-B-94-005;
 - c. 1614, Brominated Diphenyl Ethers in Water, Soil, Sediment and Tissue by HRGC/HRMS, EPA-821-R-07-005.
2. Labs shall provide the results of initial and ongoing precision and accuracy analysis and reporting limit determinations with the Final Analytical Report.
3. For individual PCB congeners, labs shall meet sample method detection limit range of 5 - 10 pg/L for surface waters. For individual PCB congeners in sediment and tissues, the majority of the sample method detection limits shall be in the 5 -10 ng/kg range. For individual dioxin/furan congeners, the majority of sample method detection limits shall be 10 pg/L or less in surface waters and for sediment, the majority of the sample method detection limits shall be in the 5 -10 ng/kg range. Method detection limits for dioxins/furans in tissues and PBDEs in all matrices shall meet those specified in the EPA method at a minimum.

Bidders shall submit proof of detection limits for PCB congeners (209), Dioxin/Furans and PBDEs for water, sediment and tissue. Refer also to Section 6.6. Submittal Documentation Requirements.

B. Quality Assurance (QA) / Quality Control (QC) Requirements

1. Accreditation/Certification/Subcontracting
 - a. The Contractor shall have accreditation for the above referenced methods of analysis. See Section 5.6 Qualifications.
 - b. Site visits and QA documentation, QA Manual and Standard Operating Procedure (SOP), review by King County Environmental Laboratory (KCEL) personnel may be required prior to award and during the period of the contract.
 - c. Analyses shall not be subcontracted to a separate laboratory or facility without prior written approval by the KCEL Quality Assurance (QA) Officer.

2. Sample Procedures

a. Transportation

Contractor shall send the correctly sized shipping container(s) and individual sample containers to the KCEL ready for the County to ship the Sample Delivery Group (SDG) to the Contractor. Freight for this shipment is FOB Destination, KCEL.

b. Chain of Custody

SDG's shall be accompanied by a Chain of Custody form, filled out by the County, detailing sample identification and testing requirements. The Contractor shall maintain internal Chain of Custody records documenting secure storage of the samples from receipt through disposal. (Refer also to 3.a. Quality Control Analysis below)

c. Holding Times

The Contractor shall meet all applicable holding times as defined by a particular method or program, whichever is shorter. The Contractor shall notify the KCEL as soon as possible when a holding time has been missed. If re-sampling and re-analysis are necessary as a result of exceeding the holding time, the Contractor shall not charge for the additional analysis.

d. Samples Storage

Samples shall be stored under appropriate conditions as defined by the method or program. Samples shall be archived in a secure area at the Contractor for nine (9) months after data and quality control reports are received by the KCEL. The KCEL will notify the Contractor if longer archiving time is required.

e. Disposal

The Contractor is responsible for proper disposal of all samples and associated wastes generated during sample analysis, in accordance with all applicable laws and regulations.

Records of hazardous sample disposal shall be maintained a minimum of seven (7) years.

3. Quality Control Analysis (QC)

a. The chain of custody form delivered with the samples shall specify the QC requirements if other than routine QC is needed. If other project-specific requirements apply, they will be communicated to the Contractor prior to delivery of samples. A summary of the QC results, including acceptance limits, shall be supplied with the sample results (see Section 5.4.B.4 & 5). Before sampling, the Contractor shall inform the KCEL of sample volumes that are necessary in order to perform appropriate QC analyses.

b. QC analyses shall be conducted using KCEL samples, if possible.

4. QC Frequency

QC Sample Types	Routine
Method Blank	1 per QC batch
Ongoing Precision and Recovery (OPR)	5% minimum, 1 per QC batch
Lab Duplicate	5% minimum, 1 per QC batch

A QC batch shall not exceed 20 field samples and shall be processed by using the same reagents and other analysis conditions.

5. QC Acceptance Limits

QC results shall meet the acceptance limits defined by the reference method or those established by the Contractor, whichever are more stringent.

Bidder shall submit laboratory specific QC sample specifications including procedural blank limits for each method. Refer also to Section 6.6. Submittal Documentation Requirements.

6. Corrective Actions

Quality control results that exceed the acceptance limits shall be evaluated to determine appropriate corrective actions. Samples shall be reanalyzed if the unacceptable QC results (method blank or OPR or other QC failures) indicate a systematic problem with the overall analysis and that samples in the batch may have been affected. For PCB congeners analysis, the maximum acceptable total PCB concentration (sum of detected congeners) in the method blank shall be 300 pg/L for water samples. Unacceptable QC results caused by a particular sample or matrix will not require reanalysis unless an allowed method modification would improve the results.

C. Shipping Containers and Individual Sample Containers

1. Contractor shall ship to the County appropriately sized and cleaned Shipping Containers with adequate packing for shipping the SDG to the Contractor.
2. Contractor shall pre-load the Shipping Container with the requested number of pre-cleaned or new Sample Containers:
 - 1 Liter amber glass for water or wastewater samples,
 - 125, 250 or 500 ml glass jars for soil, sediment, biosolids and tissue samples.
3. Freight for this shipment is arranged and paid by Contractor, FOB Destination, KCEL.

D. Data Deliverables - Reporting Requirements

1. Final Analytical Report
 - a. The Contractor shall submit on disc a PDF of the Final Analytical Report covering all samples sent in each shipment from the County to the Contractor to:

King County Environmental Laboratory
Subcontracting Department
Attn: Sample Management Specialist
322 W Ewing St
Seattle, WA 98119

- b. The Final Analytical Report shall consist of one electronic copy.
- c. QC data shall be included in the Final Analytical Report.
- d. The Final Analytical Report shall contain, at a minimum, for each sample:
 - (1) KCEL Purchase Order number
 - (2) KCEL Project Number
 - (3) KCEL Sample ID number
 - (4) Preparation Date
 - (5) Analysis Date
 - (6) Dilution Factors
 - (7) Target Analytes
 - (8) Sample specific method detection limits (MDLs)
 - (9) Minimum levels of quantification
 - (10) Final concentrations (wet weight for aqueous and tissue samples and dry weight for solid samples)
 - (11) Units
 - (12) Laboratory Data qualification flags
 - (13) Method references
 - (14) Copy of the signed Chain of Custody form received with the samples
 - (15) A glossary of data qualification flags
 - (16) A case narrative shall be included in each report. The purpose of the case narrative is to: a) describe any abnormalities and deviations that may affect the analytical results; b) summarize any issues in the data package that need to be highlighted for the data user to help them assess the usability of the data; and c) provide a summary of samples included in the report with the methods employed in order to assist the user in interpretation. Any analytical anomalies (method blank contamination, missed hold times, additional dilutions, etc.) shall be noted in a narrative
- e. **Bidders shall submit example reports for surface water, sediment and tissue samples.** Refer also to Section 5.5 Experience Requirements and Section 6.6. Submittal Documentation Requirements.

2. Electronic Data Deliverables (EDD)

The standard EDD package per SDG is due no later than forty-five (45) calendar days after receipt of samples and shall consist of an electronic data file in Tab Delimited Text format readable in Excel (version 2007 or later). The EDD shall contain at a minimum the numeric and alphanumeric results for items 1 - 13 from

Section 5.4.D.1.Item d. The exact file structure will be determined after contract award.

Analytical data shall be reported to three significant figures and shall not be corrected for either blank contamination or surrogate recovery.

Bidder shall submit three (3) examples of EDD formatted files. Refer also to Section 6.6 Submittal Documentation Requirements.

3. Raw Data Packages per SDG

The Raw Data Package per SDG shall be mailed no later than fifty-two (52) calendar days after receipt of samples and shall consist of PDF electronic copy. Copies of all sample preparation and analysis records, including initial and continuing calibration and instrument tuning checks shall be included. Documentation sufficient to perform Level III Data Validation will be included.

Records shall be maintained at the Contractor for 10 years from analysis date.

4. Turnaround Times

- a. Unless otherwise specified, the required turnaround times (TAT) for the data deliverables are forty-five (45) calendar days after receipt of samples at the Contractor for EDD and Final Analytical Report and fifty-two (52) calendar days after receipt of samples at the Contractor for the Raw Data Package.
- b. The contractor will notify the KCEL project manager if samples will not be completed within the required TAT and provide an estimated new completion date for each effected set of samples and the rationale for not meeting the required TAT. The contractor will continue notifying the KCEL project manager weekly of the status of samples past required TAT until all TAT samples are resolved.
- c. The EDD and a pdf of the Final Analytical Report, including QC reports, may be faxed or emailed to the KCEL project manager to meet the Contractual turn-around time. A disc containing the EDD and Final Analytical Report shall be mailed with the Raw Data Package deliverable by fifty-two (52) calendar days after receipt of samples at the Contractor.
- d. County may from time to time require data deliverables, items 1-2 above, in an expedited timeframe of twenty-one (21) to twenty-eight (28) days rather than the standard forty-five (45) days. Contractors shall state if they have the capability of providing the expedited timeframes and shall provide pricing for expedited services based upon a percent increase over the standard prices provided (if any), as requested in Attachment A Pricing Schedules, Items 12 through 13.
- e. **Bidders shall submit evidence that the requested TAT can be met.**
Reports from past testing showing sample receipt and sample result delivery times are acceptable methods to demonstrate TAT can be met. Refer also to Section 6.6. Submittal Response Documentation.

5.5 Experience Requirements

All bidders shall clearly demonstrate at least three (3) years experience with PCB congeners with EPA method 1668 for water, sediment and tissue samples, two (2) years experience with dioxin/furan (EPA Method 1613) for water, sediment and tissue samples, and two (2) years experience with PBDE (EPA Method 1614) for water, sediment and tissue samples. This should include but not be limited to: summaries of work for these matrices and examples of actual sample results for the matrices specified above (client sensitive material can be removed). Sample results shall include congener, result, units, qualifier flag (if any), sample specific MDL, and minimum levels of quantification. In addition, all bidders shall submit most recent results of Performance Evaluation samples available for the methods of interest in this bid.

Bidders shall submit proof of experience with the bid response. Refer also to Section 6.6. Submittal Documentation Requirements.

5.6 Qualifications

To be eligible for award, bidder shall be a laboratory accredited through either a state sponsored accreditation program or a recognized accrediting organization for the analysis of samples for PCB congeners, PCDDs and PCDFs, and PBDEs using EPA Methods 1668C, 1613B and 1614. Bidders shall be accredited in the State of Washington for a minimum of two (2) years.

Bidders shall submit proof of current accreditation with the bid response. Refer also to Section 6.6. Submittal Documentation Requirements.

5.7 Contractor Liability

The Contractor shall be solely responsible for the custody and integrity of all samples while under the Contractor's care. The Contractor shall operate under an active safety program, which meets all applicable federal, state, and local regulations for the safe handling and analyses of environmental samples, and for safe laboratory practices. The potential health and safety hazards associated with King County-furnished samples may be of an unknown nature and appropriate safety and health procedures shall be exercised.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

- A. Bids meeting all requirements of this ITB will be evaluated based upon price. Bids stating that prices charged will be those in effect at the time of shipment will not be accepted.
- B. Bidders are advised not to include a standard quote sheet and to specifically avoid including any terms and conditions, as doing so may result in County finding the submittal non-compliant under Section 2.2 Responsive and Responsible.
- C. Additional charges for re-analyses due to required dilutions or routine cleanups are not allowed. Additional charges for re-analyses due QC failures as noted in Section 5.4, B, item 6 are also not allowed.
- D. Charges for re-analyses are appropriate only if requested by the King County Project Manager and not caused by an error of the Contractor (Refer to Item 10 in Attachment A Pricing Schedule).
- E. King County reserves the right to award a contract to more than one bidder.

6.2 Delivery

- A. Delivery of the Final Analytical Report, Raw Data Packages and EDD is required as soon as possible but not later than forty-five (45) calendar days for Final Analytical Report and EDD and fifty-two (52) calendar days for Raw Data Packages, after receipt of samples by the Contractor.
- B. Contractor is responsible for delivery of empty sample containers, shipping containers and Final Analytical Report for each shipment to KCEL at the following address:

King County Environmental Laboratory
Subcontracting Department
Attn: Sample Management Specialist
322 W Ewing St
Seattle, WA 98119

- C. County is responsible for return freight of SDG shipping container to the Contractor's dock, FOB Destination, Freight Prepaid.

6.3 Bidder's Contact Information

- A. Primary Location

Physical Address: #103 - 19575 55A Avenue, Surrey, BC _____

Mailing Address: #103 - 19575 55A Avenue, Surrey, BC V3S 8P8 CANADA _____

Name of Contact Person: Dave Hope _____

Email: dave@pacificrimlabs.com _____

Telephone No. (Local/Toll Free): 604-532-8711 _____

Fax No. (Local/Toll Free): 604-532-8712 _____

UBI No.: _____

Washington State Contractor's License (if applicable): _____

State hours and days of operation:

Hours: 8:00 a.m. to 5:00 p.m. Days: Monday to Friday

6.4 Remit Address (where payment will be mailed):

Pacific Rim Laboratories Inc.
#103 - 19575 55A Avenue
Surrey, BC CANADA
V3S 8P8

6.5 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:

- 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 0 % - _____ Days, Net 30

6.6 Expedited Data Deliverables

A. Contractor has the ability to provide expedited twenty-one (21) day delivery of Data Deliverables, as an exception to the standard turnaround time of forty-five (45) days, upon request of KCEL.

Yes No _____

B. Contractor has the ability to provide expedited twenty-eight (28) day delivery of Data Deliverables, as an exception to the standard turnaround time of forty-five (45) days, upon request of KCEL.

Yes No _____

Price increase for expedited services shall be submitted in Attachment A Pricing Schedule, items 12 and 13. Refer also to Section 5.4.D.4, item d.

The ability to expedite data deliverables is not a condition of award.

6.7 Submittal Documentation Requirements

The following items have been identified in Section 5 Specifications as requirements that Bidders shall include with the bid.

Bidders are encouraged to submit items A-G via pdf on disk, with exception of item D, which shall be submitted in editable Excel format on disk. Please label the disk and attach to the bid submittal.

- A. Evidence of detection limits for PCB congeners, Dioxin/Furans and PBDEs for water, sediment and tissue. Refer to Section 5.4. A, Item 3.
- B. Laboratory specific QC sample specifications including procedural blank limits for each method stated in this bid. Refer to Section 5.4.B, Item 5.
- C. Example reports for surface water, sediment and tissue samples. Refer to Section 5.4.D. Item 1.
- D. Three (3) examples of EDD formatted files, Bidders shall submit on disk. Refer to Section 5.4.D, Item 2.
- E. Evidence that the specified TAT can be met. Refer to Section 5.4.D. Item 4.
- F. Proof of Experience. Refer to Section 5.5 Experience Requirements.
- G. Proof of current accreditation. Section 5.6 Qualifications.

Reports from past testing showing sample receipt and sample result delivery times are acceptable methods to demonstrate TAT can be met.

To be eligible for award, bidder shall be a laboratory accredited through either a state sponsored accreditation program or a recognized accrediting organization for the analysis of samples for PCB congeners, PCDDs and PCDFs, and PBDEs using EPA Methods 1668C, 1613B and 1614. Bidders shall be accredited in the State of Washington for a minimum of two (2) years.

6.8 Pricing

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

Submit pricing on Attachment A - Pricing Schedule. Bidders may submit pricing on one or more test methods, Items 1- 9, and shall submit pricing for items 10-13 and comply with all other requirements of this solicitation to be considered responsive.

Enter the Unit Price for methods, items 1- 9, Bidder is submitting. Multiply the Estimated Annual Quantity by the Unit Price to calculate Extended Price. For Item 10, submit the Unit Price for a reanalysis of any Item 1-9 method, multiply by two (2), the Estimated Annual Quantity, to calculate the Extended Price. For item 11, enter the Unit Price for one sample container (a single price for water or solids), multiply by one hundred (100) to calculate the Extended Price.

For items 12-13, enter the percent increase, if any, for the expedited delivery of any test within the time period stated for each line item (all items listed in Section 5.4, Item D. Data Deliverables – Reporting Requirements are to be delivered within the expedited deadline). Multiply the Estimated Annual Quantity by $(\$4,000 \times (1 + X))$, where 'x' is the percent increase, to calculate the Extended Price. Spreadsheet will auto-populate once you enter the Percent Increase.

Sum the Extended Price column to calculate the Total and multiply by 5 to calculate the 5 Year Total. Place this amount on the bid cover sheet.

6.9 References

- A. List the names and addresses of four (4) to five (5) customers, for whom the bidder has provided similar services such as analysis of either water, wastewater, soil, sediment, biosolids or tissue or a combination of these matrices, preferably in Washington State, for a period not less than one (1) year.
- B. **Two of the four references shall include surface water samples and one shall include sediment or tissue (or both) for PCB congeners using method 1668C. At least one reference shall include dioxins/furans by method 1613B analysis in sediment or tissue (or both). At least one reference shall include PBDEs by method 1614 analysis in water and sediment or tissue (or both).**
- C. 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.

Note: For each reference, provide Types of Analysis and dates performed. If you provide more than one type analysis fill in Analysis I for the first one and Analysis II for the second one.

Company Name:	WDOE	Company Name:	City of Spokane
Company Address:	7411 Beach Drive East Port Orchard, WA 98366	Company Address:	N. 4401 A.L. White Parkway Spokane, WA 99205
Contact Phone:	(360) 871- 8829	Company Phone:	(509) 625-4638
Contact Person:	Karin Feddersen	Contact Person:	Jeff Donovan / Raylene Gennett
Type of Analysis I	PCB, PBDE, PCDD/F surface waters	Type of Analysis I	PCB, PBDE, PCDD/F wastewaters
Date:	January 2006 - July 2013	Date:	November 2013 - March 2014
Type of Analysis II	PCB, PBDE, PCDD/F tissue	Type of Analysis II	PCB Sediments
Date:	March 2005 - June 2011	Date:	September 2010 - December 2012

Company Name:	Liberty Lake Sewer and Water	Company Name:	City of Pullman
Company Address:	22510 E Mission Avenue Liberty Lake, WA 99019	Company Address:	325 SE Paradise Street Pullman, WA 99163
Company Phone:	(509) 370-1453	Company Phone:	(509) 338-3152
Contact Person:	Dan Grogg	Contact Person:	Cheryl Richardson
Type of Analysis I	PCB, PBDE, PCDD/F surface water and wastewater	Type of Analysis I	PCB water
Date:	2011 - March 2014	Date:	2007 - March 2014
Type of Analysis II		Type of Analysis II	
Date:		Date:	

SECTION 7 Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

URGENT

URGENT

Bid No.: 1052-14-JDH
Bid Title: Lab Analysis for Water, Wastewater, Soil,
Sediment, Biosolids and Tissue
Due Date: March 27, 2014
Vendor: Pacific Rim Laboratories Inc.

1052-14-JDH - Addendum #1 - Attachment A Pricing Schedule

Item #	Estimated Annual Quantity	Description	Unit Price/Percent Increase (%)	Extended Price
1	12	EPA Method 1668C - Analysis Water	\$ 675.00	\$ 8,100.00
1.a	1	Percent Increase (%) for 21 day Expedited Delivery of Item # 1.	30%	\$ 877.50
1.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 1.	15%	\$ 776.25
1.c	1	Reanalysis of Item # 1. This is per County request, not to be charged for Contractor error.	\$ 500.00	\$ 500.00
2	2	EPA Method 1668C - Analysis Sediment, Soil, Biosolids	\$ 750.00	\$ 1,500.00
2.a	1	Percent Increase (%) for 21 day Expedited Delivery of Item # 2.	30%	\$ 975.00
2.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 2.	15%	\$ 862.50
2.c	1	Reanalysis of Item # 2, EPA Method 1668C - Analysis Sediment, Soil, Biosolids	\$ 500.00	\$ 500.00
3	2	EPA Method 1668C - Analysis Tissue	\$ 750.00	\$ 1,500.00
3.a	1	Percent Increase (%) for 21 day Expedited Delivery of Item # 3.	30%	\$ 975.00
3.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 3.	15%	\$ 862.50
3.c	1	Reanalysis of Item # 3, EPA Method 1668C - Analysis Tissue	\$ 500.00	\$ 500.00
4	2	EPA Method 1613B - Analysis Water	\$ 575.00	\$ 1,150.00
4.a	1	Percent Increase (%) for 21 day Expedited Delivery of Item # 4.	30%	\$ 747.50
4.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 4.	15%	\$ 661.25
4.c	1	Reanalysis of Item # 4, EPA Method 1613B - Analysis Water	\$ 400.00	\$ 400.00

1052-14-JDH - Addendum #1 - Attachment A Pricing Schedule

Item #	Estimated Annual Quantity	Description	Unit Price/Percent Increase (%)	Extended Price
5	2	EPA Method 1613B - Analysis Sediment, Soil, Biosolids	\$ 625.00	\$ 1,250.00
5.a	1	Percent Increase (%) for 21 day Expedited Delivery of Item # 5.	30%	\$ 812.50
5.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 5.	15%	\$ 718.75
5.c	1	Reanalysis of Item # 5, EPA Method 1613B - Analysis Sediment, Soil Biosolids	\$ 400.00	\$ 400.00
6	2	EPA Method 1613B - Analysis Tissue	\$ 625.00	\$ 1,250.00
6.a	1	Percent Increase (%) for 21 day Expedited Delivery of Item # 6.	30%	\$ 812.50
6.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 6.	15%	\$ 718.75
6.c	1	Reanalysis of Item # 6, EPA Method 1613B Analysis Tissue	\$ 450.00	\$ 450.00
7	2	EPA Method 1614 - Analysis Water	\$ 650.00	\$ 1,300.00
7.a	1	Percent Increase (%) for 21 day Expedited Delivery of Item # 7.	30%	\$ 845.00
7.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 7.	15%	\$ 747.50
7.c	1	Reanalysis of Item # 7 - Analysis Water	\$ 500.00	\$ 500.00
8	2	EPA Method 1614 - Analysis Sediment, Soil, Biosolids	\$ 700.00	\$ 1,400.00
8.a	1	Percent Increase (%) for 21 day Expedited Delivery of item # 8.	30%	\$ 910.00
8.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 8.	15%	\$ 805.00
8.c	1	Reanalysis of Item # 8, EPA Method 1614 - Analysis Sediment, Soil, Biosolids	\$ 500.00	\$ 500.00
9	2	EPA Method 1614 - Analysis Tissue	\$ 700.00	\$ 1,400.00
9.a	1	Percent Increase (%) for 21 day Expedited Delivery of item # 9.	30%	\$ 910.00

1052-14-JDH - Addendum #1 - Attachment A Pricing Schedule				
Item #	Estimated Annual Quantity	Description	Unit Price/Percent Increase (%)	Extended Price
9.b	1	Percent Increase (%) for 28 day Expedited Delivery of Item # 9.	15%	\$ 805.00
9.c	1	Reanalysis of Item # 9, EPA Method 1614 - Analysis Tissue	\$ 550.00	\$ 550.00
Total				\$ 37,972.50
5 Year Total (Place on bid cover sheet.)				\$ 189,862.50