

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



King County

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

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

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

VENDOR:

SIEMENS WATER TECHNOLOGIES CORP
15403 NE CAPLES RD
BRUSH PRAIRIE, WA 98606

SHIP TO

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

BILL TO

KC DEPARTMENT OF EXEC SERVICES
ACCOUNTS PAYABLE, 3RD FL
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
364535	5	1

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

CREATION DATE	BUYER
19-APR-07	C, Austin

DATE OF REVISION	BUYER
02-MAR-11	C Collier

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	30813	Net30days	Paid	Destination	SELLER CHOOSES
CONFIRM TO / TELEPHONE		REQUESTOR / DELIVER TO			
MIKE TALLERING		(360) 699-7392			

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	Change Order #5 (September 22, 2011)					
	Contract 364535 between King County and Siemens Water Technologies Corp. has been closed. Contract 523638 between King County and Siemens Industry, Inc. replaces Contract 364535 between King County and Siemens Water Technologies Corp., which merged into its parent company Siemens Industry, Inc. on April 1, 2011.					
	KING COUNTY CONTACTS TIEN PHAM @ 206-296-4423 OR WALLY GRANT @ 206-296-0458					
	Purchase Agreement Effective From: 20-APR-07 To: 30-JUN-12					
		Amount Agreed:				

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

[Signature]
Authorized signature

Fax Server 2/003 PAGE 2:39:09 PM 01/21/2011 17:17:11



King County

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

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

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

VENDOR:

SIEMENS WATER TECHNOLOGIES CORP
15403 NE CAPLES ROAD
BRUSH PRAIRIE, WA 98606

SHIP TO

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

BILL TO

KC DEPARTMENT OF EXEC SERVICES
ACCOUNTS PAYABLE, 3RD FL
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
364535	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, ORDERS AND CORRESPONDENCE RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
19-APR-07	C, Austin	
DATE OF REVISION	BUYER	
20-MAR-08	P Russell	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	30813	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
MIKE TALLERING	(360) 699-7392

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	CHANGE ORDER #2 (05/15/08)						
	<p>THIS CHANGE ORDER IS TO EXTEND THE CONTRACT AGREEMENT FOR FURNISHING GRANULAR ACTIVATED CARBON CANISTERS MAINTENANCE DURING THE PERIOD APRIL 19, 2008 THROUGH JUNE 30, 2008, IN ACCORDANCE WITH KING COUNTY ITB 07-025-CXA AND RESPONDING BID OF SIEMENS WATER TECHNOLOGIES, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p>PRICE WARRANTY: THE CONTRACTOR WARRANTS THAT THE PRICES CHARGED KING COUNTY DO NOT EXCEED THE PRICES CHARGED BY THE CONTRACTOR TO ANY OTHER CUSTOMER PURCHASING THE SAME PRODUCT OR SERVICES IN LIKE OR SIMILAR QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS.</p> <p>NON-APPROPRIATIONS: THIS CONTRACT MAY BE CANCELLED AT THE END OF THE THEN CURRENT FISCAL PERIOD FOR NON-APPROPRIATION OF FUNDS BY THE KING COUNTY GOVERNING BODY. SUCH CANCELLATION SHALL BE UPON</p>						

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice Information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL
<i>DR Leach</i> Authorized signature



King County

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

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

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

VENDOR:

SIEMENS WATER TECHNOLOGIES CORP
15403 NE CAPLES ROAD
BRUSH PRAIRIE, WA 98606

SHIP TO

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

BILL TO

KC DEPARTMENT OF EXEC SERVICES
ACCOUNTS PAYABLE, 3RD FL
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
364535	1	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
19-APR-07	C, Austin	
DATE OF REVISION	BUYER	
20-MAR-08	P Russell	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	30813	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
MIKE TALLERING	(360) 699-7392

JHE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR. KING COUNTY'S FISCAL PERIOD ENDS DECEMBER 31 OF EACH YEAR. KING COUNTY CONTACTS TIEN PHAM @ 206-296-4423 OR WALLY GRANT @ 206-296-0458						
	Item Description		Est Qty				
	Unit Price						
	1 Enumclaw	2000 pound GAC Canister	8,000	\$	5,600.00		
	2 Hobard	2000 pound GAC Canister	8,000	\$	5,600.00		
	3 Puyallup	4000 pound GAC Canister	8,000	\$			
	43,500.00						
	4 Houghton	4000 pound GAC Canister	96,000	\$	64,800.00		
	5 Vashon Island	2000 pound GAC Canister	48,000	\$	43,500.00		
	Purchase Agreement						
	Effective From: 20-APR-07 To: 30-JUN-08						
		Amount Agreed:					

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

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Invoices: Invoices must reference the purchase order number.

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

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

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

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

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



King County

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

EXC-FI-0871
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598

206-684-1681
206-684-1470 Fax
TTY Relay: 711
www.metrokc.gov

VENDOR:

SIEMENS WATER TECHNOLOGIES CORP
15403 N E CAPELS ROAD
BRUSH PRAIRIE, WA 98606

SHIP TO

KING COUNTY FINANCE
PROCUREMENT-GOODS & SERVICES
821 SECOND AVE MS EXC-FI0871
SEATTLE, WA 98104
United States

BILL TO

KC DEPARTMENT OF FINANCE
A/P, EXCHANGE BLDG, 8TH FL
821 2ND AVE, EXC-ES0875
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
364535	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER		
CREATION DATE	BUYER	
19-APR-07	C, Austin	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA		
	30813	Net30days	Paid	Destination	UPS		
CONFIRM TO / TELEPHONE			REQUESTOR / DELIVER TO				
MIKE TALLERING			(360) 699-7392				
LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	***** ** Amendment I Estimated canister tank size and price was incorrect for two King County sites. Houghton bid was \$81,500.00 change as of 5-8-07 \$64,800.00 Puyallup bid was \$7,200.00 change as of 5-8-07 \$43,500.00 The total price would change from \$143,400 to \$163,000. *****						
	KING COUNTY CONTACTS TIEN PHAM @ 206-296-4423 OR WALLY GRANT @ 206-296-0458 Contract Agreement						

COPY

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice Information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature



King County

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

EXC-FI-0871
 Exchange Building, 8th Floor
 821 Second Avenue
 Seattle, WA 98104-1598

206-684-1681
 206-684-1470 Fax
 TTY Relay: 711
 www.metrokc.gov

VENDOR:

SIEMENS WATER TECHNOLOGIES CORP
 15403 N E CAPELS ROAD
 BRUSH PRAIRIE, WA 98606

SHIP TO

KING COUNTY FINANCE
PROCUREMENT-GOODS & SERVICES
 821 SECOND AVE MS EXC-FI0871
 SEATTLE, WA 98104
 United States

BILL TO

KC DEPARTMENT OF FINANCE
 A/P, EXCHANGE BLDG, 8TH FL
 821 2ND AVE, EXC-ES0875
 SEATTLE, WA 98104
 United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
364535	0	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CRTRONS AND CORRESPONDENCE RELATED TO THIS ORDER		
CREATION DATE	BUYER	
19-APR-07	C, Austin	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	30813	Net30days	Paid	Destination	UPS

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
MIKE TALLERING (360) 699-7392	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	364535 for Granular Activated Carbon Canister Maintenance SIEMENS WATER TECHNOLOGIES						
	Item Description Est Qty Unit Price						
1	Enumclaw 2000 pound GAC Canister	8,000	\$ 5,600.00				
2	Hobard 2000 pound GAC Canister	8,000	\$ 5,600.00				
3	Puyallup 4000 pound GAC Canister	8,000	\$ 7,200.00				
4	Houghton 4000 pound GAC Canister	96,000	\$81,500.00				
5	Vashon Island 2000 pound GAC Canister	48,000	\$43,500.00				
	TOTAL PRICE						
	\$143,400.00						
Purchase Agreement							
Effective From: 20-APR-07 To: 19-APR-08							
		Amount Agreed:					

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



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: MARCH 8, 2007

Invitation to Bid (ITB) Title: **Granular Activated Carbon Canister Maintenance**

ITB Number: **07-025 CXA**

COPY

Due Date: March 29 2007 - 2:00 p.m.

Buyer: Cindy Austin, cindy.austin@metrokc.gov, 206-684-1835

Furnish **Granular Activated Carbon Canister Maintenance** as requested by **King County Solid Waste Division** personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 143,400.⁰⁰

PREBID CONFERENCE:

All prospective bidders are encouraged to attend the prebid conference on Thursday, **March 15, 2007 at 10:00 a.m.** at **Houghton Custodial Landfill** near 11724 NE 60th Street, Kirkland, Wa. 98033

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

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

Company Name

SIEMENS WATER TECHNOLOGIES

Address

P.O. Box 898

City/State /Postal Code

BRUSH PRAIRIE, WA 98606

Signature

Print name and title

MIKE TALLERING, SALES MGR.

Email

Phone

Fax

MIKE.TALLERING@SIEMENS.COM

360-699-7392

866-895-0114

SEDB/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 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access **Contact Us >> Registration Form**. Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

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

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

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, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

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
- 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 Economically Disadvantaged Businesses (SEDB) 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 SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

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
- Personnel Inventory Report*
- Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*
- Statement of Compliance – Union or Employee Referral Agency Statement*
- Internal Revenue Service Form W-9 *
- 504/ADA Assurance of Compliance –
- **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

2.7 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 procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the review of the submittals, and a determination of low bidder has been made, the submittals will be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

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

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

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

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

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

3.12 Conflicts of Interest and Non-Competitive Practices

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

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

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (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 other such records as may be deemed necessary by the County to ensure proper accounting for all project 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 the paragraph above, 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 County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of 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 42.17.

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>.

3.22 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.

3.23 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.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately **\$185,000.00/year**. 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 initial term of this Contract will be **one year** and may be extended for **four (4) additional one-year** periods at the option of the County, 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 initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented 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).

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 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.

4.5 Warranty

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

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.

4.6 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.

4.7 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards

and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

4.8 Disability Assurance Compliance

The Contractor shall complete a 504/ADA Self Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 (ADA). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

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 Prohibition on Asbestos-Containing Products

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

4.12 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.

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 - Scope of Work

5.1 Background

- A. Furnish all necessary labor, materials, equipment, and services to:
1. remove spent carbon
 2. regenerate the spent carbon
 3. replace with regenerated carbon
- B. Following landfills are operated by the King County Department of Natural Resources: Solid Waste Division
- Enumclaw
 - Hobart
 - Puyallup/Kit Corner
 - Houghton
 - Vashon Island
1. The Solid Waste Division operates facilities for the management of solid waste generated within the County exclusive of the City of Seattle. These facilities include two active landfills, four closed landfills, seven transfer stations, abandoned and custodial landfills, and assorted facilities for recyclable and mixed municipal waste.
 2. The municipal solid waste stream generally consists of non-hazardous waste from households, commercial businesses, manufacturing industries, and other sources. The County has developed policies and public rules which exclude hazardous waste from its municipal solid waste collection system; however hazardous atmospheres may exist.

5.2 Contractor Requirements

- A. Landfill Hazards
1. Gases
Fires and explosions may occur from the presence of methane gas. Asphyxiating conditions due to oxygen deficiency may be caused by landfill gases and other trace gases. Toxic atmospheres caused by hydrogen sulfide, a highly toxic and flammable gas may be present.
 2. Leachate
Landfill leachate may be present in structural confined spaces and open excavations and trenches. Leachate contains volatile organic compounds and heavy metals. It is corrosive as well as potentially reactive. Protective measures may be necessary to prevent potential hazards of leachate exposure. No confined space entry work will be encounter in this Contract.
- B. Recharging Carbon onsite
- Upon verbal request, followed-up by a formal written request: Contactor shall remove the spent carbon on-site directly from the canisters and replace the carbon.
- C. Recharge Carbon process
1. Contractor shall add additional carbon to the canisters to make-up for any carbon lost during the regeneration process.
 2. Upon removal of spent carbon, the canisters shall be inspected for any damage to the shell, lining or bottom screen. Any necessary repairs shall be reported to King County along with

a cost estimate for the repairs. No repairs shall be made without prior approval from King County.

3. Upon replacement of the regenerated carbon:
 - canisters shall be sealed air tight.
 - canisters shall be inspected for leaks. Any evidence of leakage upon arrival at each respective site will be reported by the King County Project Manager. The Contractor shall arrange to have the leakage remedied within two (2) working days at no additional cost to King County, or Contractor may face liquidated damages.

D. Landfill sites

The Contractor shall coordinate with King County staff to gain access to the identified site.

Note: the sites are normally remote, unmanned, secured and locked. Roads at the sites are typically constructed of gravel or dirt.

1. **Enumclaw Landfill** near 1650 Battersby Ave E., Enumclaw ,
2. **Hobart Landfill** at 24041 276th Avenue S.E. Hobart
3. **Puyallup/Kit Corner Custodial Landfill** 1 block west of 21st Place SE & S 360th, Federal Way
4. **Houghton Custodial Landfill** near 11724 NE 60th Street, Kirkland
5. **Vashon Island Landfill** 18910 Westside Highway Southwest, Vashon Island. Access to Vashon Island is by Washington State Department of Transportation ferry service.

E. Certification and manifests

1. The Contractor shall provide written certification that the regenerated carbon satisfies the Technical Specification, Granular Activated Carbon Regeneration Service, A. Description, i. Regeneration Service Carbon
2. The Contractor shall provide with each shipment of regenerated carbon the iodine number certification. The Contractor shall provide any necessary sampling and laboratory testing of the carbon to facilitate transport, regeneration, certification of regenerated carbon, or disposal of the spent carbon.
3. A copy of any manifests indicating ultimate disposal or regeneration shall be provided, including all Bill of Ladings.

5.3 Payment

Payment will be made within 30 days of receipt of invoice by the King County Solid Waste Division. Signed original invoices shall include the purchase order number and shall be submitted to

King County Solid Waste Division
201 South Jackson Street
MS: KSC-NR-0701
Seattle, WA 98104
ATTN: Tien Pham

5.4 Delivery

- A. Delivery shall be included in the bid price, and include all costs to transport, load and unload the units.

- B. Time is of the essence due to the regulatory requirements to keep the environmental control systems operating. The canisters shall be serviced and delivered within TEN (10) DAYS after the date the Notice To Proceed is issued. Delivery time shall be defined as the calendar days to pick-up and return the units, or provide the on-site services as defined in the Scope of Work section.

5.5 Carbon

Contractor shall provide in writing any request for deviation or substitutions of the carbon specification

5.6 Citations

Contractor shall report and submit to the Project Manager, Tien Pham at 201 South Jackson, Seattle WA 98104-2637, any citations issued against the Contractor by any federal, state, or local government agencies for violations related to building codes or environmental, including the name and location of the project, the date(s), and how the allegation are being resolved. Refer to Termination, Section 3, Paragraph 3-6.

5.7 Contractor Experience

The Contractor shall have five years experience in the GAC regeneration service industry.

5.8 Compliance With Regulations

The Contractor shall be responsible for compliance with all applicable laws and regulations, as may be amended and re-authorized, and any standards and regulations which are promulgated thereunder.

5.9 Health And Safety Requirements

There are potential health and safety hazards inherent with operations of solid waste facilities. The Contractor shall fulfill the following requirements:

- A. The Contractor shall be responsible for the health and safety of his/her employees and the employees of any subcontractors performing work under this contract. Review of health and safety plans, procedures, or work plans by the County shall not constitute approval and shall not transfer responsibility for employee health and safety to the County.
- B. The Contractor shall inform her/his employees of the hazards of working in solid waste facilities and of the hazards of working in atmospheres which may be flammable, explosive, toxic, and/or be oxygen deficient.
- C. The Contractor shall be responsible for training each employee. Managers and supervisors of crews shall be similarly familiar with all aspects of these requirements and shall be responsible for their employee's safety. Smoking is prohibited on the job site.

5.10 Bid Submittal Requirements

- A. The contractor shall submit catalog cuts for GAC.
- B. The contractor shall submit a specification sheets to include all specifications listed in the Technical Specifications Section.
- C. The contractor shall provide documentation of method to demonstrate carbon compliance with the Technical Specifications Section.
- D. The contractor shall identify each of the facilities anticipated to receive the carbon material for regeneration.
 - 1. The contractor shall provide evidence that each facility is authorized by federal, state, and or local laws and regulations to receive carbon material for regeneration. Provide copies of all such authorizations and/or permits, including the site permit.

2. The contractor shall identify citations issued within the past five (5) years against the bidder, from any federal, state or local government agencies for violations related to building codes, landuse, and/or environmental. Include the name and location of the project, the date(s), and how the citation was resolved.
3. The contractor shall provide any other information or explanation which would assist King County in evaluating the qualifications of the bidder, the bidder's key personnel and proposed subcontractors.

E. Submittal Information:

Bidders may be rejected for any of the following:

- Submittal information is incomplete
- Information provided does not meet minimum requirements
- Experience is not documented or is insufficient
- Unsatisfactory references

5.11 References

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

Company Name: <u>KING COUNTY-SOLID WASTE</u>	Company Name: <u>PIERCE COUNTY</u>
Company Address: <u>HOUGHTON LANDFILL</u>	Company Address: <u>10311 CHAMBERS CREEK</u>
Company Phone: <u>206-255-7324</u>	Company Phone: <u>253-798-3048</u>
Contact Person: <u>WALLY GRANT</u>	Contact Person: <u>LARRY BUTNER</u>
Dates: <u>2003-2007</u>	Dates: <u>2002-2007</u>

Company Name: <u>KING COUNTY-SOLID WASTE</u>	Company Name: <u>KING COUNTY-SOLID WASTE</u>
Company Address: <u>VASHON LANDFILL</u>	Company Address: <u>PUYALLUP LANDFILL</u>
Company Phone: <u>206-255-7324</u>	Company Phone: <u>206-255-7324</u>
Contact Person: <u>WALLY GRANT</u>	Contact Person: <u>WALLY GRANT</u>
Dates: <u>2003-2007</u>	Dates: <u>2003-2007</u>

SECTION 6 - Technical Specifications

6.1 Granular Activated Carbon Regeneration Service

A. Regeneration Service Carbon

Regeneration service of activated carbon shall be:

- granular
- derived from bituminous coal
- vapor phase type
- reactivated by a qualified permitted facility

Carbon shall meet the following specifications:

CCl4 number, percent by weight, minimum (per ASTM D3467) as performed on substrate carbon	55
Iodine number	1000 min.
Ash content	10 percent max.
Mesh	4 X 8
Benzene Adsorption	28 percent min.
Hardness number, minimum (per ASTM D3802)	95
Maximum moisture content, percent by weight (per ASTM D2867)	2%
Apparent density, minimum (per ASTM D2854)	0.4 g/cc (25 lb/cubic feet)
Maximum head loss through bed at 50 fpm linear velocity, in water/ft bed depth (Pressure drop shall be determined by passing dry air at 90 degrees F and 1 atmosphere pressure through a 2-inch diameter by 12-inch deep bed of carbon places in a dense packed arrangement per ASTM D2854)	1.5

B. Quality Assurance

1. The Bidder shall have at least 5 years experience in the regeneration of carbon vessels.
2. The Contractor shall provide with each shipment of regenerated carbon the iodine number certification.
3. The Contractor shall provide any necessary sampling and laboratory testing of the carbon to facilitate transport, regeneration, certification of regenerated carbon, or disposal of the spent carbon.

C. Carbon System Configuration quantities

The County will neither be obligated nor restricted to the following recharge schedule for the following canisters manufactured by Cameron Yakima:

1. Enumclaw:

Two (2) Model TSU-2000S carbon canisters

County projects but does not guarantee that two units require regeneration approximately once a year.

2. Hobart:
Two (2) Model TSU-2000S carbon canisters
County projects but does not guarantee that two units require regeneration approximately once a year.
3. Puyallup/Kit Corner Custodial Landfill:
Two (2) Model CVS4000 Vapor System units - manufactured by Cameron Yakima.
County projects but does not guarantee that two units requires regeneration approximately once every month.
4. Houghton Custodial Landfill:
Four (4) Model TSU-4000S units - manufactured by Cameron Yakima.
County projects but does not guarantee that four units require regeneration approximately once every month.
5. Vashon Island Landfills:
Two (2) Model TSU-2000S carbon canisters - connected in series.
County projects but does not guarantee that two units require regeneration approximately once every month.

D. The following carbon vessel information is provided for regeneration services:

Total Carbon	Approximately 4350 pounds	
Manway diameter	20 inches	1 each
Carbon Dump Port	4 feet x 1.5 feet	1 each
Sample Port diameter	2 inches	3 each
Sample pressure port diameter	0.5 inches	2 each

SECTION 7 - Pricing Information And Instructions

Bidder(s) shall provide pricing for all items 1 thru 5 in the Pricing Section.

The low bid shall be the responsible, responsive, bidder offering the lowest total for items 1 thru 5. King County reserves the right to award multiple contracts. In the event the primary Contractor cannot meet contract requirements the next low Contractor may be contacted for services.

Bidders are cautioned not to alter the specification, pricing information section, and the terms. Any alteration may render a bid non-responsive.

The quantities listed in Section 7 are for bidding purposes only and are an estimate of the County's approximate requirement. The County will neither be obligated nor restricted to these quantities. The unit prices shall be payment for performance of all work listed in the Scope of Work section.

Note: Bidder should assume that the carbon canister's to be serviced will contain carbon would be classified as non-hazardous waste

Item No.	Item Description	Unit	Estimated Quantity	Unit Price
1	Enumclaw 2000 pound GAC Canister	Pounds	8,000	\$ 5,600. ⁰⁰
2	Hobart 2000 pound GAC Canister	Pounds	8,000	\$ 5,600. ⁰⁰
3	Puyallup 4000 pound GAC Canister	Pounds	8,000	\$ 7,200. ⁰⁰
4	Houghton 4000 pound GAC Canister	Pounds	96,000	\$ 81,500. ⁰⁰
5	Vashon Island 2000 pound GAC Canister	Pounds	48,000	\$ 43,500. ⁰⁰
GRAND TOTAL:				\$ 143,400. ⁰⁰

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			
URGENT	 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598	URGENT
	Bid No.	ITB 07-025 CXA	
	Bid Title	Granular Activated Carbon Canister Maintenance	
	Due Date	03/29/07 2:00 PM	
	Vendor	SIEMENS WATER TECH.	

ITB 07-025 CXA
Granulated Activated Carbon Canister Maintenance

Attachment A

Invitation to Bid 07-025 CXA

King County Contracting Opportunities Program For Goods and Services Contracts

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about 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.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

() Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business

SEDB Certification Number

Owner Signature

Contact Person Name, Phone Number

Contact Person Email