



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:

WALTER E NELSON CO OF WESTERN WA
7915 S 184TH ST BLDG C
KENT, WA 98032

SHIP TO

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

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
392521	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
31-JAN-08	C, Austin	
DATE OF REVISION	BUYER	
04-FEB-09	J Jungnitz	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	31831	Net30days	Paid	Destination	SELLER CHOOSES
CONFIRM TO / TELEPHONE			REQUESTOR / DELIVER TO		
(253) 893-1900					

JRIE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>CHANGE ORDER NUMBER 1 (ISSUED FEBRUARY 4, 2009)</p> <p>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT TO FURNISH JANITORIAL CLEANING SUPPLIES AS REQUESTED BY VARIOUS KING COUNTY AGENCIES, DEPARTMENTS AND DIVISIONS IN ACCORDANCE WITH KING COUNTY ITB NUMBER 1036-07 AXC AND THE RESPONDING BID OF WALTER E. NELSON COMPANY, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>ESTIMATED TOTAL CONTRACT VALUE \$100,000.00</p> <p>Purchase Agreement Effective From: 01-FEB-08 To: 31-JAN-10</p>						
		Amount Agreed:			100,000.00		

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 100,000.00
			 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.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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



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 Seattle, WA 98104 www.kingcounty.gov

VENDOR:
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 7915 S 184TH ST BLDG C
 KENT, WA 98032

SHIP TO
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 PROCUREMENT-GOODS & SERVICES
 401 5TH AVE, CNK-ES0340
 SEATTLE, WA 98104
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BILL TO
 KC DEPT OF EXECUTIVE SERVICES
 A/P, NCOB BLDG, 3RD FLOOR
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Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
392521	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKS, DELIVERIES AND CANCELLATIONS. FAILURE TO DO SO WILL BE PENALIZED.		
CREATION DATE	BUYER	
31-JAN-08	C Austin	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA	
	31831	Net30days	Paid	Destination	UPS	
CONFIRM TO / TELEPHONE			REQUESTOR / DELIVER TO			
(206) 622-0360						
LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	FURNISH JANITORIAL SUPPLIES (GENERAL) AS REQUESTED BY AUTHORIZED KING COUNTY DEPARTMENT, AGENCIES, AND DIVISION PERSONNEL, DURING FEBRUARY 1, 2008 THRU JANUARY 31, 2009, IN ACCORDANCE WITH KING COUNTY ITB 1036-07 AXC & RESPONDING BID OF WALTER E NELSON COMPANY, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. NTE \$100,000.00 Purchase Agreement Effective From: 01-FEB-08 To: 31-JAN-09					
		Amount Agreed:			100,000.00	
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.					ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.	
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.					TOTAL 100,000.00  Authorized signature	

ORIGINAL



King County

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

Invitation to Bid

ADVERTISED DATE: OCTOBER 4, 2007

Invitation to Bid (ITB) Title: Janitorial Cleaning Supplies

PROUREMENT SERVICES ITB Number: 1036-07-AXC

NOV 13 2007 Due Date: October 23, 2007 - 2:00 p.m.

AM 7,8,9,10,11,12,1,2,3,4,5,6 PM Buyer: Victoria Nakamichi, Vicki.Nakamichi@kingcounty.gov, 206-263-9299

Term Supply Requirement

Furnish Janitorial Cleaning Supplies as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
New County Office Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered 1 to 4 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

Walter E. Nelson Company of Western Washington

Address

7915 S. 184th Street, Bldg C

City/State /Postal Code

Kent, WA 98032

Signature

Denn E. Phillips

Print name and title

Denn E. Phillips President

Email

dphillips@walternelson.com

Phone

253-893-1900

Fax

253-893-1901

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 entire 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. Bidders have one (1) week to provide samples. 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, unless the county decides to retain such samples for quality assurance.

Failure to provide samples when requested may eliminate Bidder from consideration. King County shall be the sole judge in determining sample quality.

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. 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 bidders facility(s) may be performed 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.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

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

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

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

3.3 Invoices and Payment

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

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

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

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

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

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

3.4 Rejection of Goods Or Services

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

3.5 Re-procurement Costs

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

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

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

B. Termination for Default

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

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

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

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

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

C. Termination for Non-Appropriation

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

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

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

3.7 Force Majeure

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

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

3.8 Taxes, Licenses, and Certificate Requirements

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

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

3.9 Assignment

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

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

3.10 Indemnification and Hold Harmless

- 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 acquire any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

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

3.13 Disputes, Claims and Appeals

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

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

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at: <http://www.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 \$430,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be one (1) 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 shall be made in writing to the Buyer in the Procurement Services Section 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.

Failure of the Contractor to request a price revision in accordance with this paragraph and failure to provide the required documentation to support a request for price revision shall not impact the ordering or delivery of any item associated with the contract.

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 Shipping Charges

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

4.5 Packing Slips

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

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

4.6 Use Report

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

4.7 Warranty

The Contractor warrants that the products provided 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, or for chemical products, the manufacturer's estimated shelf life, whichever is shorter. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

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

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

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

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

4.8 Warranty Remedies

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

If at any time during the twelve (12) Month period immediately following acceptance of any product covered by this Contract, Contractor or the County discovers one or more material defects or errors in the product or any other aspect in which the product 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 products to the applicable Contract requirements, including shipping charges, for products found defective within the warranty period, regardless of who actually corrects the defect.

4.9 Product Return

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

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County.

This subsection does not apply to any merchandise made to order for the County.

4.10 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.

4.11 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.

Pollution Liability: \$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 Technical Specifications

5.1 Introduction of Specifications

The intent of this bid is to establish a Contract for the supply and delivery of janitorial chemical cleaning supplies as identified in the Bid Response section of this bid, for all King County Departments, Divisions, and Agencies.

Many King County facilities are located on or near major waterways; therefore King County is continuing to take innovative steps in using environmentally safe chemicals and janitorial cleaning products. The County requires qualification testing of all new products before a contract is issued for any unapproved products. The County may use the following criteria to help determine a bidder's responsiveness and responsibility.

- A. Environmentally safe and biodegradable products.
- B. Product storage safety.

5.2 Schedules

Items are identified using descriptions from previous Contractors. These items may contain the current Contractor's product numbers/codes. Every effort has been made to clearly identify the type of product requested. All bidders shall include the Manufacturer's Part Number and the Brand offered. Failure to identify Brands and Numbers may cause a bid to be deemed non-responsive. King County shall be the sole judge in determining if a product offered is considered equal.

Schedule 1- Brooms/Brushes/Sponges/Mops: Items associated with surface cleaning of buildings and vehicles. The descriptions may include just the item, i.e. Angler Broom. Bidders shall provide brand name.

Bidders shall submit all information pertaining to chemically treated mops and dusters offered.

Schedule 2- Cleansers and Cleaners: Items associated with care and cleaning of human body parts, buildings, and vehicles. No substitutes will be accepted for items containing the brand name Boraxo. Dilution ratios shall be provided for all concentrated products.

Schedule 3- Vacuum Cleaner & Miscellaneous: Items associated with polishing and waxing of furniture and floors. This schedule also contains other miscellaneous items.

Schedule 4- Green Seal Certified Cleaners: Items certified by Green Seal as GS-37 or GS-40.

Schedule 5- H2Orange2: No substitutions shall be allowed for this schedule.

5.3 General

- A. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered.
- B. The quantities listed may be purchased throughout the initial contract term on an as needed basis. This is not a one-time purchase or authorization to order.
- C. Contractor shall advise King County of product substitutes that are considered to be more cost effective or environmentally responsible as they become available.
- D. Bidder shall be an established dealer, currently stocking and supplying a full line of products, as recommended by the manufacturer, of the items bid upon with sufficient facilities, personnel and

equipment to perform all requirements, terms and conditions of this Invitation to Bid. To be eligible for award, bidder shall be a bona fide franchised dealer or manufacturer for the chemical cleaning products and brand(s) offered. Verification that the bidder is a factory authorized supplier, in good standing with the manufacturer or distributor, may be requested.

- E. To be eligible for award bidder shall be located within a 50-mile radius of downtown Seattle, Washington, so that King County Agencies can pick up products as needed.

5.4 Environmental Chemical Products

All bidders shall comply with the following requirements:

- A. Products shall not contain carcinogens (suspected or positive)
- B. Products shall not contain Methylene Chloride.
- C. Products shall not contain butyl cleaners
- D. Aerosol propellant shall not be chlorinated fluorocarbons.
- E. Products shall not contain chlorinated solvents.
- F. Products pH shall be between 5.5 and 12.5

5.5 Product Safety

The constituents of the cleaners, cleansers and polishes shall not contain any of the chemicals listed in the Washington State Dangerous Waste Regulations, WAC 173-303-9903. The cleaners, cleansers and polishes shall not contain mutagens nor be flammable. In addition, the cleaners, cleansers and polishes supplied by the Contractor shall meet OSHA and any other federal, state and local safety requirements. The Contractor shall be held responsible for any damage to personnel, buses, and equipment for cleaners, cleansers and polishes that do not meet these specifications.

Products where the MSDS requires personnel to use respiratory protective equipment are prohibited.

5.6 Spills

The Contractor is solely responsible for any and all spills or leaks during unloading or transporting of their product. The Contractor hereby agrees to reasonably evacuate and warn those persons that may be affected by the spill and shall clean up such spills or leaks to the satisfaction of the County and in a manner that complies with applicable federal, state and local laws and regulations. The cleanup shall be at no cost to the County.

5.7 Catalogs and Price Lists

Upon request the Contractor shall furnish all necessary catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost. Contractor shall have one (1) week after request to supply the price list specified. Price lists may be in hard copy, disk or electronic format.

5.8 Schedule 2 Cleansers & Cleaners Specifications

A. Approved Products

As a result of previous testing and use, the following is a sampling of products and /or manufacturers which have been identified as acceptable for King County's use. Bidders shall supply the brand name of products offered to be considered responsive.

Previously Pre-qualified Chemical Products:

- Hillyard manufactured products
- Pioneer Eclipse products
- Zep's Reach
- Micro-Brush Pro Soap
- Boraxo
- 20/10 All Season (windshield cleaner)
- Gunk Green Clean (degreaser)

Products which are not identified on the above list, and have never been tested, used or approved and are determined to be the lowest bid offered will be subjected to the testing procedures as follows:

The successful bidder shall be able to prove, with experimental documentation, the results: <100mg/liter polar and <100mg/liter non-polar fats, oils and grease, using the Oil and Grease Analysis described below: (Applicable for all purpose cleaner concentrate and heavy duty cleaner/degreaser concentrate only.)

Mix 4 liters of 1% solution of concentrate (i.e. diluted 100:1) with 200 grams of #3 fuel oil. Shake vigorously for 30 seconds. Let sit for 45 minutes, then remove 1.0 liter of water from bottom of container and run polar/nonpolar oil and grease analysis (via method 503B, Standard Methods for Analysis of Water and Wastewater, current edition.)

B. General Purpose Cleaners within Schedule 2

1. Products shall be non-toxic according to 29CFR910.1200.
2. Products shall be biodegradable by 40CFR796.3200
3. Products shall be noncorrosive according to the Corrositex test method.
4. Products shall be phosphate-free.
5. Products shall not contain harsh acids or strong alkalis.
6. HMIS codes shall be "zeros" or "ones."
7. Examples of Products in this category are:
 - a. Glass Cleaner, Pro Glass II FOR-218, one quart
 - b. All purpose floor cleaner, liquid
 - c. Washroom fixture cleaner/liquid toilet cleaner: 24-32oz. spray bottle.
 - d. Carpet Cleaner, Extraction Pro 4 Gal/CS, Formula FOR-274.
 - e. All purpose cleaner liquid concentrate: 1 gallon and 55 gallon.
 - f. Heavy duty cleaner/degreaser concentrate: 1 gallon and 55 gallon.
 - g. Floor Care Products
 - h. Products manufactured by Hillyard or Pioneer Eclipse. Or proven equal.

5.9 Schedule 4 – Green Seal Certified Chemicals

Items bid within Schedule 4 shall be Green Seal Certified GS-37 for Industrial and Institutional Cleaners, or GS-40 for Industrial and institutional Floor Care Products, as indicated on the pricing page. Bidders shall submit proof of certification upon request by King County. <http://www.greenseal.org>

Contractor shall notify King County as new Green Seal Certified product lines become available. The same discount offered for the manufacturer bid shall be extended to new product lines.

A. Training

Bidders shall offer comprehensive training and materials for the proper use of the chemicals bid including step-by-step instructions for the proper dilution (including chemical dispensing equipment training), use and disposal. Training shall be provided at no additional charge to King County. Bidder shall submit with their bid a description of the training offered to include the following criteria:

- On-site initial training for use of products.
- Ongoing training either on-site or at designated sites throughout King County.
- A phone number, local to Seattle or toll-free, operated by staff knowledgeable of the products bid for a minimum of eight (8) consecutive hours Monday through Friday anytime between 6:00AM and 6:00PM, for departments to call to receive instructions and assistance on product use.
- Description of all available training including the scope.
- Identification of staff and personnel who conduct the training

Training format/tools:

- Instructional procedural video
- Printed resource manual
- Brochures or laminated reference cards

B. Labeling

The manufacturer's label shall state clearly and prominently that dilution with water from the cold tap is recommended and shall state the recommended level of dilution. The manufacturer shall also include detailed instructions for proper use and disposal and for the use of personal protective equipment.

5.10 Dispensing Systems

Bidders shall submit with their bid response pricing and any information describing appropriate and safe equipment for dispensing their product. Chemicals which are to be delivered in drums shall be removed by Contractor when empty at no additional charge to the County. Contractors shall supply the requesting County agency with a removal plan within five (5) days upon verbal request.

Contractors who supply products in drums, shall supply labels of their product which can be affixed to trigger spray bottles.

5.11 Samples

The Bidder shall have one (1) week after request, to provide samples. Failure to provide samples when requested shall eliminate Bidder from consideration. King County shall be the sole judge in determining sample quality. The samples will be returned upon request and at Bidder's expense.

5.12 Ordering

Orders placed will vary with the requirements of County Agencies. King County will not split individual packages of items sold in multiple units.

Minimum ordering requirements of cases, crate, or pallets are unacceptable.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on-price. Bids stating price in effect at the time of shipment will not be accepted. King County will award this ITB by schedule. King County reserves the right to make multiple awards of any or all schedules if determined to be in the County's best interest.

6.2 Facility

The County reserves the right to inspect any potential Contractor's equipment, inventories, personnel or location(s). A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract. Bid responses shall include a physical address for this reason.

Street Address of Contractor's Facility:

Walter E. Nelson Company
7915 S. 184th Street, Building C
Kent, WA 98032

6.3 Delivery

Delivery is required as soon as possible and not later than seven (7) days after placement of an order. Bids shall state the number of days delivery is guaranteed after receipt of order. Bid prices shall include delivery, FOB destination, to various locations throughout King County.

Delivery Guaranteed within 2 days

Deliveries less than \$200 before tax will be allowed a delivery fee not to exceed \$30. King County will use the delivery fee in determination of low bid:

State delivery fee for orders less than \$200: 0

6.4 References

List the names and addresses of four (4) customers, for whom the bidder has provided similar goods, 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 shall be submitted with bid.

Company Name: <u>King County Facilities</u>	Company Name: <u>Seattle Fire Department</u>
Company Address: <u>416 Occidental Ave S.</u>	Company Address: <u>301-2nd Ave S, Seattle 98104</u>
Company Phone: <u>206-296-1865</u>	Company Phone: <u>206-386-1531</u>
Contact Person: <u>Steve Farrell</u>	Contact Person: <u>Bob Kelly</u>
Dates: <u>8-1-02 to current</u>	Dates: <u>8-10-02 to current</u>
Company Name: <u>Western State Hospital</u>	Company Name: <u>Fire School District</u>
Company Address: <u>9601 Steinhilber Blvd SW, Lakewood, WA 98498</u>	Company Address: <u>5802-20th St E, Fire, WA 98424</u>
Company Phone: <u>253-756-2597</u>	Company Phone: <u>253-208-7645</u>
Contact Person: <u>LISA VASCONI</u>	Contact Person: <u>Mike Meyers</u>
Dates: <u>11-2000 to current</u>	Dates: <u>11-2000 to current</u>

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:

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

Prompt pay discount offered 0 % - 30 Days, Net

6.6 Pricing

Note: Please read and follow all instructions carefully. Failure to comply with all pricing instructions may result in disqualification of the bidder.

- A. For ease of evaluation, bidders shall provide pricing for all items in the unit of measure specified. Bidders shall also, in the space provided, indicate size of product and packaging. King County realizes that packaging requirements may vary per manufacturer. All items with unit prices at less than \$1.00 shall be rounded to the nearest ten thousandth of a dollar (\$.0023).

Examples:

1. *Sponges sold in a package of 5/pack at \$1.50/pack shall be priced at \$.30 each sponge. Packaging: 5/pack; 15 packages/case (if applicable).*
2. *Liquid Cleaner sold in 32 oz. bottles at \$3.20/bottle shall be priced at \$.10/oz of cleaner. Packaging: 32 oz bottles; 4 bottles/case (if applicable).*
3. *Sponge Mops sold per mop at \$5.00 each shall be priced at \$5.00 each mop. Packaging: 20 oz mop per pack; 12 mops/case (if applicable)*
4. *Items sold in liters shall be priced per milliliters. Packaging: 1 liter bottles/cans; 12 per case (if applicable).*

- B. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. The quantities listed in the solicitation represent the County's estimated requirements during an annual contract period.
- C. Bidders may enter a bid for any or all schedules. However, every item within the schedule for which the bidder is entering a bid shall be priced. If an item has been discontinued and will not be replaced by the manufacturer, state "discontinued" for the price. If an item has been discontinued and replaced, Bidders may quote the equivalent replacement item and price.
- D. Other sizes of these products may also be purchased.
- E. No substitutions are allowed unless "or equal" is specified. Brand names listed indicate the standard of quality required. Bidders shall indicate equal products in the space provided. Other brands shall be interchangeable with the brands listed without modification. King County will be the sole judge in determining if the product offered is equal to the product specified.
- F. For items listed without a brand name specified, Bidders shall quote their highest quality product fit for commercial use.
- G. King County reserves the right to purchase other products not listed, but may be available from the Contractor. Bidders shall offer a discount for all other products available through their catalog. The final item in Schedules 1 – 3 represent the County's estimated usage for other janitorial supplies not directly specified. The discount offered shall be applicable for all sections of the catalog(s).

Item	Est. Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
Schedule 1 - Brooms/Brushes/Sponges/Mops						
1	175 ea	Angler Broom	UNISAN 932A	13" each	\$ 5.69	\$ 995.75
2	75 ea	Heavy duty sweep 18" with hardwood handle	Polime 2018	18" each	\$ 11.45	\$ 858.75
3	100 ea	Push broom 18" wire center with hardwood handle	Carlisle	18" each	\$ 23.09	\$ 2,309.00
4	100 ea	Whisk broom 9-1/2" 3-sew nickel ball & ring cap	UNISAN 951MC	10" each	\$ 2.80	\$ 280.00
5	150 ea	Corn Broom	UNISAN 920Y	42" each	\$ 5.45	\$ 817.50
6	50 ea	Counter brush, 8" hardwood block with hanging hole	Carlisle	8" each	\$ 2.68	\$ 134.00
7	100 ea	Scrub brush 8" square end, hardwood block	Carlisle	8" each	\$ 3.83	\$ 383.00
8	75 ea	Deck brush 12" (handle not included)	Palme 3112	12" each	\$ 5.72	\$ 429.00
9	100 ea	Brush, Truckwash	Carlisle	10" each	\$ 8.77	\$ 877.00
10	50 ea	Counter brush, plastic	Carlisle	8" each	\$ 2.68	\$ 134.00
11	35 ea	Brush, Specialty 15S Steel Wire, Tooth-Brush Style	Carlisle	7" each	\$ 2.17	\$ 75.95
12	25 ea	Two-way Truck Wash Brush	Carlisle	10" each	\$ 12.54	\$ 313.50
13	200 ea	Hand & Nail Brush	Carlisle	1 1/2" x 3 1/2" each	\$ 1.11	\$ 222.00
14	75 ea	Black Nylon Bowl Scrub Brush	Carlisle	20" each	\$ 3.97	\$ 297.75
15	200 ea	3m #74 Scrubbing Sponge, or equal	3M #74	20/case	\$ 1.56	\$ 312.00

Item	Est Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
16	8500 ea	3M Doodlebug Cleans, Pad, 5/Box, or equal	3M 8440	4 7/8" x 10.5" 5/Box, 20/Case	\$ 1.48	\$ 12,580.00
17	10,000 ea	3M #98 Cleansing Pad, 20/Box, or approved equal	3M 98	2 1/8" x 9" 20/Box, 60/Case	\$.91	\$ 9,100.00
18	8,750 ea	3M #8541 Scrub & Strip, 5/Box, or approved equal	3M 8541	4 5/8" x 10.5" 5/Box, 20/Case	\$ 1.48	\$ 12,950.00
19	6,250 ea	3M #8550 Hi-Pro Pad, 10/Box, or approved equal	3M 8550	4 5/8" x 10.5" 10/Box, 40/Case	\$ 2.31	\$ 14,437.50
20	250 ea	Sponge Mop	Castle 3699000	8 1/4" each	\$ 11.46	\$ 2,865.00
21	500 ea	Quickly Sponge Refill	Castle 3699080	8 1/4" each	\$ 4.37	\$ 2,185.00
22	200 ea	16 oz. Cotton, Mop Head	UNISAN 2016	16oz. each	\$ 3.60	\$ 720.00
23	250 ea	24 oz. Rayon, Wet Mop Head	UNISAN 2041R	24oz. each	\$ 5.29	\$ 1,322.50
24	125 ea	60" Threaded Metal Tip Wood Handle #3, Flo Pac PF884, or approved equal	Palme 136	60" each	\$ 3.52	\$ 440.00
25	100 ea	72" Threaded Handle	Castle 3620000	72" each	\$ 4.89	\$ 489.00
26	100 ea	60" Tapered Handle 1-1/8" Diameter	Palme 125	60" each	\$ 3.54	\$ 354.00
27	25 ea	24" Lambswool Duster, or approved equal	Lambert's Specialties 3024	27" each	\$ 3.54	\$ 88.50
28	1,400 ea	Cellulose, Sponge, Large Unisan UNS C53, or approved equal	UNISAN C53	4.27" x 7.8" x 1.55" each	\$ 2.07	\$ 2898.00
29	1,400 ea	Cellulose, Sponge, Medium Unisan UNS C52, or approved equal	UNISAN C52	3.66" x 6.08" x 1.55" each	\$ 1.23	\$ 1,722.00
30	1,100 ea	Cleansing Sponge, 20/cs 3M Products 3M63, or	3M 63	20/Case	\$ 1.56	\$ 1,716.00

Item	Est. Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
31	50 ea	Mop, 20 oz. Rayon	UNISAN 2000E	20oz. each	\$ 5.32	\$ 266.00
32	25 ea	16-20 oz. Mop Winger	Rubbermaid 4137-88	16-24oz. each	\$ 57.90	\$ 1,297.50
33	25 ea	35 Quart Mop Bucket	Rubbermaid 7570-88	35 Quart each	\$ 39.90	\$ 997.50
34	100 ea	54" Mop Handle	UNISAN 606	54" each	\$ 4.80	\$ 480.00
35	100 ea	12 oz. Rayon Mop	Soldenstar 3012	12oz. each	\$ 3.30	\$ 330.00
36	12 ea	Mop bucket and wringer combo, Rubbermaid RM7577YL, or approved equal	Rubbermaid 7577-8P	35 Quart Bucket 16-24oz Winger each	\$ 86.00	\$ 1,032.00
37	12 ea	Mop bucket and wringer combo, Rubbermaid RM7580YL, or approved equal	Rubbermaid 7580-8P	35 Quart Bucket 16-24oz Winger each	\$ 59.20	\$ 710.40
38	450 ea	Toilet bowl mop, acid-resistant, white, Unisan UNS-170, or approved equal	UNISAN 170	12" each	\$ 1.46	\$ 657.00
39	50 ea	20" Eraser Burnishing Pads, 5 pads/case, 3M Products 3M20EB, or approved equal	3M Eraser 3M20ER	20" 5/case	\$ 5.81	\$ 290.50
40	240 ea	36" Standard laundable dust mops, 12 mops/cs, Rubbermaid SED0236, or approved equal	UNISAN 1336	51" X 36" each	\$ 11.25	\$ 2,700.00
41	24 ea	Speed change mop handles, 63", white, Impact IMP 84, or approved equal	Impact 84	63" Length each	\$ 12.00	\$ 288.00

Item	Est. Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
42	25 ea	Gripper wet mop handle, 60" Jaws, Unisan UNS610, or approved equal	UNISAN 610	60" Jaws each	\$ 7.70	\$ 192.50
43	600 ea	Washable, looped mop head with 5" saddle, large 6/case, Unger UNS 503BL, or approved equal	UNISAN 503BL	24oz. Blue Wet Mop 6/case, each	\$ 10.25	\$ 6150.00
44	70 ea	Plastic dust pan, Rubbermaid RM2005, or approved equal	Rubbermaid 2005	12 1/4" each	\$ 3.20	\$ 224.00
45	50 ea	Lobby Pro Upright dust pan B, Rubbermaid RM2531, or approved equal	Rubbermaid 2531	12 1/2" x 37" each	\$ 13.50	\$ 675.00
46	10 ea	60" snap on dust mop handle, Unisan UNS 1490, or approved equal	GoldenStar HOC160	60" Snap-On each	\$ 9.70	\$ 97.00
47	25 ea	WorldWind White Fan Air Freshening System, TMS 32-1740TM, or approved equal	Time Mist TMS 32-1740TM	each	\$ 14.86	\$ 371.50
48	100 gal	Hillyard Restorer, HIL0053906, 4, 1-gallon containers/case, or approved equal	Hillyard HIL0053906	4/case gallon	\$ 15.48	\$ 1,548.00
49	50 ea	Lobby Pro Upright dust pan B, Rubbermaid RM2531, or approved equal			\$	\$
50	200 ea	Shower Curtain, 72" x 84: Frost, SOB-008, or approved equal	VINSOFT Sobel Westex VS 5700	72" x 84" each	\$ 12.50	\$ 2500.00

SOB-008

Item	Est. Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
51	\$20,000	Discount off supplier's catalog list price for other items.	N/A	N/A	20 %	\$ 16,000.00

SCHEDULE 1 TOTAL BID \$ 109,113.60

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Packaging & Dilution Ratio	Unit Price	Extended Price
Schedule 2 - Cleansers and Cleaners						
1	21,000 oz	Powdered, biodegradable, with chlorine, 21 oz. Shaker, Comet, Ajax or approved equal	Colgate Ajax	21oz, 24/case	\$.049	\$ 1,029.00
2	250 ea	Toilet bowl, liquid, disinfects and deodorizes, 1 quart, Hilliard, HIL-051	Hilliard 104104 Liqui-Swabby HIL-051	32oz, 12/case Ready to Use	\$ 2.22	\$ 555.00
3	3,500 oz	Gum remover, 12, 7 oz. can/case	Hilliard Gum-go 103054	50z, 12/case Ready to Use	\$.67	\$ 2,345.00
4	150 ea	General purpose carpet spotter, 32oz containers, Hilliard, HIL-076	Hilliard Spotter 91004 HIL-076	32oz, 12/case Ready to Use	\$ 4.35	\$ 652.50
5	25,600 oz	Non-Acid bathroom cleaner, quart	Hilliard Afc 100904	32oz, 12/case Ready to Use	\$.073	\$ 1,868.80
6	7,000 oz	Disinfectant/Deodorizer, pump or 20 oz can	Hilliard Super Hil Afc, 103554	16oz, 12/case Ready to Use	\$.215	\$ 1,505.00
7	2,040 oz	Cong-R-Dust, Dust Mop Treatment 12, 17 oz. containers/case, or approved equal	Hilliard Hil Treat Dust Mop Treatment Spray	18oz, 12/case Ready to Use	\$.183	\$ 373.32
8	30 cs	Crew Non Acid Bowl Cleaner, 12, 32 oz Containers per case, Hilliard Hil-049	Hilliard Afc 100904 Hil-049	32oz, 12/case Ready to Use	\$ 28.00	\$ 840.00
9	4,500 oz	Asepticare foam cleaner, 18 oz can	Hilliard Germ. Foam 103954	20oz, 12/case Ready to Use	\$.135	\$ 607.50
10	1,200 oz	Absorbent, Odor, Barf Powder	Big d-d-vant 166	1#, 6/case Ready to Use	\$.58	\$ 696.00

Item	Est Qty	Description	Brand & Mfg Part#	Size, Packaging & Dilution Ratio	Unit Price	Extended Price
11	600 cs	Pink lotion liquid soap, Hillyard Foam HIL-317, 1,700 hand washes/cartridge, 3-1250ml cartridge/case	Hillyard Foam HIL-317	1250ML 3/case Ready to use	\$ 44.60	\$ 26,760.00
12	150 gl	Pink pearl hand soap, Phosphate free, Hillyard, HIL-245	Hillyard Pink HIL-245	gallon, 4/case Ready to use	\$ 6.50	\$ 975.00
13	80 cs	Hand Sanitizer, Purell 8/1000ml/case, GOJ 2156-08	GOJO Sanitizer 2156-08	1000ML, 8/case Ready to use	\$ 77.50	\$ 6200.00
14	1000 lbs	Boraxo heavy duty powder, 5lb pkg	BORAXO 02303	5#, 10/case Ready to use	\$ 1.25	\$ 1,250.00
15	400 gl	Boraxo liquid waterless, with Pumice	BORAXO Waterless 02600	gallon, 4/case Ready to use	\$ 15.35	\$ 6,140.00
16	560,000 ml	Gentle lotion soap, 800 ml/bottle	Ural Lotion Soap 99506	800 ML, 12/case Ready to use	\$.0034	\$ 1,904.00
17	80,000 ml	Body shampoo, 800 ml/bottle	Go Jo Lather Foam 9126-12	800ML, 12/case Ready to use	\$.0048	\$ 384.00
18	40,000 ml	Hand cream, 800 ml/bottle	Go Jo Hand Cream 9112	800ML, 12/case Ready to use	\$.0088	\$ 352.00
19	40 ltr	Waterless cleanser with grt, 800 ml	Ural 02602	24ltr, 4/case Ready to use	\$ 7.1875	\$ 287.50
20	600 ea	Bar, 3 oz, Ivory	IVORY 32136	3.1oz, 96/case, RTU	\$.52	\$ 312.00
21	10 ea	Cromatic Citrus Lemon Gel Deodorizer, Georgia Pacific GP0457	Georgia Pacific Lemon Gel GP0457	2.75" 12/case Ready to use	\$ 3.35	\$ 33.50

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Packaging & Dilution Ratio	Unit Price	Extended Price
22	400 gl	Lemon Deodorizer, 4 one-Gallon Containers/case Hi-078	Hillyard Lemon Odor Quarter Case	gallon, 4/case 1:128	\$ 18.75	\$ 7,500.00
23	2,800 ltr	Soap, Dial 8-Liters/case, Dial 84019	Dial Soap 84019	4 ltr, 8/case Ready to use	\$ 5.086	\$ 14,241.50
24	100 ea	Soft Care Hand Soap Cartridge Dispenser, 1000 ML	Soft care disp 5494	1000ML, each Ready to use	\$ 11.00	\$ 1,100.00
25	250 gl	Hand Soap, with PCMX, anti-microbial, 1 Gallon, Assure, FOR-251	Formula Assure FOR-251	gallon, 4/case Ready to use	\$ 9.50	\$ 2,375.00
26	400 lbs	Laundry soap, 40 pound container, Radiance/Formula	Formula Right New Laundry	40#, each 1/2 cup/Load	\$.46	\$ 184.00
27	720 pk	Window cleaner, 72 packs per case Hillyard Hi-Pac Window Clean	Hillyard HiPac Window Clean 80891	1.5oz, 72/case 1 pack/1qt.	\$.62	\$ 446.40
28	120 qt	Powerhouse Shooter 12, 1-quart containers per case, DY185128	Powerhouse Shooter 185128	32oz, 12/case Ready to use	\$ 8.35	\$ 1,002.00
29	40 bt	Dish detergent, Joy, 38 oz bottle, 8 bottles/cs	Joy Dish Detergent 45114	38oz, 8/case Ready to use	\$ 5.13	\$ 205.20
30	7,000 qt	Glass and Hard Surface Cleaner, Pro Glass II FOR-218, one quart	Formula Pro Glass II FOR-218	32oz, 12/case Ready to use	\$ 2.02	\$ 14,140.00
31	10,260 oz	Stainless Polish 18 oz Aerosol	Hillyard Stainless 103354	18oz, 12/case Ready to use	\$.18	\$ 1,846.80
32	200 gl	All purpose floor cleaner, liquid gallon	Hillyard TopClean 14406	gallon, 4/case 1:128	\$ 6.55	\$ 1,310.00

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Packaging & Dilution Ratio	Unit Price	Extended Price
33	5,500 gl	General purpose solvent/degreaser, heavy duty, liquid concentrate, 55 gallon	Formula Power: Klean Degreaser	55 gallon, drum 1:10	\$ 4.30	\$ 23,650.00
34	500 gl	Floor wax stripper, fast acting on-odor, liquid, 5 gallon	Hillyard Power Strip 15107	5 gallon pail 1:12	\$ 8.30	\$ 4,150.00
35	10,000 oz	Disinfectant/Deodorizer, pump or aerosol 20 oz can			\$	\$
36	50 gl	Ammonia, 1 gallon, 10% minimum concentrate	POP rate Ammonia	gallon, 6/case Ready to use	\$ 4.20	\$ 210.00
37	1,200 gl	Floor finish, Masterpiece, one gallon, FOR-220	Formula Masterpiece, FOR-220	gallon, 4/case Ready to use	\$ 16.00	\$ 19,200.00
38	25 gl	Ultra low odor floor finish, 5 gallon containers, Coastwide PR5955, or approved equal	Hillyard Top Shape Finish 52207	5 gallon pail Ready to use	\$ 11.50	\$ 287.50
39	120 gl	Bleach, 5.25% 6, 1-gallon containers/case	Dorox Germ Bleach 02490	96oz, 6/case Ready to use	\$ 2.75	\$ 330.00
40	50 lbs	Oxygen based bleach, OXI Magic, Oxyclean	Formula OXY Brite Bleach	50# plastic pail 24oz/110#	\$ 1.35	\$ 67.50
41	1,100 gl	OxyPower concentrated cleaner, 4 Gal/case, Formula FOR-261	Formula OXY Power Cleaner FOR-261	gallon, 4/case 1:64	\$ 16.80	\$ 18,480.00
42	80 gl	Carpet Cleaner, Extraction Pro 4 Gall/CS, Formula FOR-274	Formula Extraction Pro Carpet Cleaner FOR-274	gallon, 4/case 1:64	\$ 10.70	\$ 856.00
43	480 qt	Carpet cleaner, Spot Pro 12 QT/CS, Formula FOR-275	Formula Spot Pro Cleaner FOR-275	Quart, 12/case Ready to use	\$ 4.75	\$ 2280.00

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Packaging & Dilution Ratio	Unit Price	Extended Price
44	350 gl	Illuminate Neutral Cleaner, one gallon, Dilution ratio 1 oz per gallon, Formula FOR-240	Formula Illuminate	gallon, 4/case 1:128	\$ 7.45	\$ 2,607.50
45	40 gl	Illuminate HBV disinfectant cleaner, Formula FOR-270	Formula Illuminate HBV	gallon, 4/case 1:128	\$ 17.90	\$ 716.00
46	500 gl	Neutral Cleaner, Hilliard, HIL-027 one gallon	Hilliard top down	gallon, 4/case 1:128	\$ 6.55	\$ 3,275.00
47	10 pail	Stripper Maxforce, Formula FOR-070	Formula Maxforce Stripper	5 gallon pail 1:8	\$ 71.95	\$ 719.50
48	400 ea	Foaming Cleaner - Germicidal, Hilliard HIL-065 (103954) 20oz. bottle	Hilliard Germ. Foam cleaner	20oz, 1/case Ready-to Use	\$ 2.70	\$ 1,080.00
49	1,000 gl	Disinfectant, Illuminate Plus, Phosphate-free FOR-242, 1 gallon	Formula Illuminate Plus	gallon, 4/case 1:64	\$ 12.00	\$ 12,000.00
50	200 gl	Disinfectant, Hospital Grade, one gallon, Dilution ratio 1/2 oz per gallon, Vindicator +, HIL-037(16806)	Hilliard Vindicator	gallon, 4/case 1/2oz. 1:256	\$ 19.20	\$ 3,840.00
51	200 gl	Disinfectant, Hospital Grade, quaternary, one gallon, dilution 2 oz per gallon, Re-Juv-Nal, Hilliard, HIL-035 (16606)	Hilliard Re-Juv-Nal	gallon, 4/case 1:64	\$ 13.40	\$ 2,680.00
52	300 gl	Shower Foam, 1 Gallon, Hilliard HIL-105	Hilliard Shower Foam	gallon, 4/case 1:20	\$ 17.55	\$ 5,265.00
53	\$30,000	Discount off supplier's catalog for related items	N/A	N/A	20 %	\$ 24,000.00

SCHEDULE 2 TOTAL BID \$ 225,115.02

Item	Est. Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
Schedule 3 - Vacuum Cleaner & Miscellaneous						
1	4,500 oz	Fresh Lemon Wax Spray, 18 oz bottles	Hillyard Lemon Furniture Polish 103154	18oz, B/case	\$ 0.18	\$ 810.00
2	4,500 oz	Cleaner/Wax, pump or 16-20 oz aerosol can	Hillyard Lustre-Max 103154	19oz, B/case	\$ 0.17	\$ 765.00
3	13,140 oz	Polish, pump or 16-20 oz aerosol can	Hillyard Stainless Steel Polish 103354	18oz, B/case	\$ 0.18	\$ 2365.20
4	2,700 oz	Dust mop treatment, pump or 18 oz can	Hillyard Hit Treat 104854	18oz, B/case	\$ 0.18	\$ 486.00
5	100 ea	18" Window squeegee, blade	Unger Window Blade RT45	18", each	\$ 2.58	\$ 258.00
6	50 ea	Window squeegee, handle	Unger Pro Bars Handle ES00	each	\$ 6.51	\$ 325.50
7	25 ea	12" channel & blade window squeegee	Unger 12" Channel EC30	12", each	\$ 6.51	\$ 162.75
8	20 ea	18" channel & blade window squeegee	Unger 18" Channel GC45	18", each	\$ 8.49	\$ 169.80
9	100 ea	Colt 12 vacuum bags	MISS ORBITAL Bag	Colt 12, each	\$ 3.45	\$ 345.00
10	50 ea	Hoover Type M Vac Bags	Hoover Type M	Type M, 3/Pkg	\$ 2.05	\$ 102.50
11	10 ea	Vacuum, Pro Force Team 1500XP	Pro Team 1500XP Vacuum	each	\$ 436.65	\$ 4366.50
12	70 ea	Vacuum motor filter VSEVSM, Windsor WIN-060	Windsor Filter WIN-060	each	\$ 8.00	\$ 560.00
13	320 ea	Paper filter for Windsor Versamatic Vacuum, 10 each/pk, WIN-	Windsor Bag WIN-2003	10/Package	\$ 1.285	\$ 411.20

INVITATION TO BID

Addendum # 3



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

ADDENDUM DATE: October 25, 2007

ITB Title: Janitorial Cleaning Supplies

ITB Number: 1036-07 AXC

Revised Due Date/Time: November 6, 2007 - 2:00 p.m.

Buyer: Victoria Nakamichi, Vicki.Nakamichi@kingcounty.gov, 206-263-9299

This addendum is issued to revise Invitation to Bid 1036-07 AXC advertised October 4, 2007 as follows:

1. The bid due date shall remain the same Tuesday, November 6, 2007 at 2:00.
2. Sub-Section 4.12 Insurance Requirements, delete "Pollution Liability: \$1,000,000"
3. Sub-Section 5.2 Schedules, Schedule 4 - Green Seal Certified Cleaners add GS-41.
4. Sub-Section 5.9 Schedule 4 - Green Seal Certified Chemicals, first paragraph, add GS-41 Hand Cleaners and Hand Soaps
5. Sub-Section 5.4 Environmental Chemical Products, item "F", delete.
6. Sub-Section 6.6 Pricing, Schedule 1, item #16, change to read "3M, Doodlebug Cleans, Pad #8440 or approved equal"
7. Sub-Section 6.6 Pricing, Schedule 1, item #49, delete.
8. Sub-Section 6.6 Pricing, Schedule 2, item #35, delete.
9. Sub-Section 6.6 Pricing, Schedule 3, item #13, change to read, "Paper filter for Windsor Versamatic Vacuum, 10 ea/pk, WIN-2003
10. SubSection 6.6 Pricing, Schedule 3, add:

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Pkg & Dilution Ratio	Unit Price	Ext. Price
14.	10 ea	Vacuum, Windsor Sensor XP 15	Windsor Sensor /SXP	15" Vacuum	\$677.97	\$6,779.70

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

Item	Est Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
14	100 pk	Paper filter for WindSOR Sensor Vacuum, 10each/pk, WIN-051	WindSOR Filter S300	10/Package	\$ 16.80	\$ 1,680.00
15	50 pk	Microfilter for WindSOR Sensor Vacuum, WIN-069	WindSOR Micro Filter S301ER WIN-069	1/Package	\$ 22.30	\$ 1,115.00
16	25 ea	Filter Exhaust Sensor for WindSOR Sensor, WIN-066	WindSOR Exhaust Filter S143 WIN-066	each	\$ 8.05	\$ 201.25
17	10 ea	Brush strip 14", Versamatic for WindSOR Vacuum, WIN-061	WindSOR 14" Brush Strip WIN-061	14", each	\$ 9.00	\$ 90.00
18	900 ea	Trigger Spray Bottle 32 oz, Unisan UNS-32, or approved equal	UNISAN 32oz Spray Trigger Bottle UNS32	32oz, each	\$.65	\$ 585.00
19	300 ea	Trigger Spray Bottle 24 oz, Unisan UNS-24, or approved equal	UNISAN 24oz Bottle UNS 24	24oz, each	\$.55	\$ 165.00
20	1,400 ea	Bottle Trigger, 9 1/2", Deluxe trigger, Continental CO922HL, or approved equal	Continental CO922HL Trigger	9.5" Length each	\$.70	\$ 980.00
21	450 ea	Bottle Trigger, 9 1/2", Standard Trigger, Unisan UNS 5610-9, or approved equal	UNISAN 9.5" Trigger S910-9	9.5" Length each	\$.65	\$ 292.50
22	100 ea	Stretch n Dust 24x24	Chicopee 0416	24x24 100/Case	\$.4938	\$ 49.38
23	25 bx	Vinyl Disposable Gloves 100/bx	ANNEX VINYL TV46100	S/M, 100/Box L/XL	\$ 3.20	\$ 80.00
24	30 pr	Neoprene, Gloves, Large, HD 15-1/2" length, or approved equal	Impact 8333 Neoprene Gloves	Large Pair 12/pr	\$ 4.95	\$ 148.50

Item	Est. Qty	Description	Brand & Mfg Part#	Size & Packaging	Unit Price	Extended Price
25	30 pr	Neoprene, Gloves, Medium, HD 15-1/2" length, or approved equal	Impact 8333 Neoprene Gloves	Medium, 12/Pkg pair	\$ 4.95	\$ 148.50
26	100 pr	Latex Lined Gloves, Small	Impact 8440 Latex Gloves	Small, 12/Pkg	\$.70	\$ 70.00
27	100 pr	Latex Lined Gloves, Medium	Impact 8440 Latex Gloves	Medium, 12/Pkg	\$.70	\$ 70.00
28	50 pr	Latex Lined Gloves, Large	Impact 8440 Latex Gloves	Large, 12/Pkg	\$.70	\$ 35.00
29	\$5,000	Discount off supplier's catalog	N/A	N/A	20% \$	\$ 4,000.00
SCHEDULE 3 TOTAL BID						\$ 27,617.28

Pricing Schedule 4 – Green Seal Certified Cleaners

A catalog of the items shall be submitted with the bid response, indicating the manufacturer's suggested dilution ratio.

Estimated annual usage for this schedule is approximately \$60,000. King County will not be limited, restricted or bound by this dollar value.

The percentage discount bid shall be the same for all Green Seal certified items within the manufacturer's Green Seal Certified product line(s).

If a dispensing unit is required by the manufacturer for dispensing any item within this schedule, submit specifications and pricing for the unit.

Bidders are encouraged to bid multiple product lines (use additional sheets as necessary).

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Packaging & Dilution Ratio	Unit Price	Extended Price
1	1000 gl	Bathroom Cleaner (GS-37)	Hillward Green Select Restroom 96206	gallon, 4/case 1:20	\$ 20.55	\$ 20,550.00
2	1000 gl	All-purpose Cleaner (GS-37)	Hillward Super Shine All Purpose 14006	gallon, 4/case 1:25	\$ 14.55	\$ 14,550.00
3	1000 gl	Glass Cleaner (GS-37)	Hillward Green Select Glass 96206	gallon, 4/case 1:20	\$ 10.87	\$ 10,870.00
4	1000 gl	Floor Cleaner (GS-37)	Hillward Super Shine All Purpose 14006	gallon, 4/case 1:25	\$ 14.55	\$ 14,550.00
5	1000 gl	Multi-surface Cleaner (GS-37)	Hillward Super Shine All Purpose 14006	gallon, 4/case 1:25	\$ 14.55	\$ 14,550.00
6	500 gl	Carpet Extraction Cleaner (GS-37)	Hillward Carpet Cleaner 96206	gallon, 4/case 1:20	\$ 12.95	\$ 6,475.00
7	100 gl	Floor Seal & Finish (GS-40)	Hillward One Plus 52706	gallon, 4/case RTU	\$ 18.50	\$ 1,850.00
8	200 gl	Floor Stripper (GS-40)	Hillward Green N/A Select 96906	gallon, 4/case 1:4	\$ 19.85	\$ 3,970.00
9	\$10,000	Discount off supplier's catalog for other Green Seal Certified items			20%	\$ 8,000.00

INVITATION TO BID
Addendum # 4



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

ADDENDUM DATE: November 2, 2007

ITB Title: Janitorial Cleaning Supplies

ITB Number: 1036-07-AXC

Revised Due Date/Time: November 13, 2007 - 2:00 p.m.

Buyer: Victoria Nakamichi, Vicki.Nakamichi@kingcounty.gov, 206-263-9299

This addendum is issued to revise Invitation to Bid 1036-07-AXC advertised October 4, 2007 as follows:

1. Change the bid opening date from Tuesday, November 6, 2007 to Tuesday, November 13, 2007 at 2:00.
2. Sub-Section 6.6 Pricing, Schedule 4, revise to read:

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Pkg & Dilution Ratio	Unit Price	Ext. Price
10.	100 gal	Soap, Hand (GS-41), gallon	Hillyard Green Select Liquid Hand Soap H110037706	gallon 4/5. RTU	\$ 8.05	\$ 805.00

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Pricing Schedule 5 - H2Orange2 Multi-purpose Cleaner (NO SUBSTITUTIONS)

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Packaging & Dilution Ratio	Unit Price	Extended Price
1.	30 ea	H2Orange2 Multi-purpose Concentrate #117, 55 Gallon Drum	FAVINIX H2Orange2 #117 Concentrate	55gal/drum 1:128	\$ 1,105.00	\$ 33,150.00

11. Sub-Section 6.6 Pricing, Schedule 4, add:

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Pkg & Dilution Ratio	Unit Price	Ext. Price
10.		Soap, Hand (GS-41)			\$	\$

12. Sub-Section 6.6 Pricing, Schedule 5 – H2Orange2 Multi-purpose Cleaner add:

Item	Est. Qty	Description	Brand & Mfg Part#	Size, Pkg & Dilution Ratio	Unit Price	Ext. Price
2.	100 ea	H2Orange2 Multi-purpose Concentrate #117, 1 Gallon Container	ENVIROX H2Orange2 #117 Con- centrate	gallon 4/cs. 1:128	\$24.85	\$2,485.00

13. Replace Bid Opening Label, attached.