

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



King County

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

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

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

VENDOR:

ADS, LLC  
309 SOUTH CLOVERDALE, SUITE B11  
SEATTLE, WA 98108

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
445431	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
25-JUN-09	M Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	20840	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(206) 762-5070	

JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>SECONDARY CONTRACTOR *****</p> <p>FURNISH OPEN CHANNEL AREA-VELOCITY FLOW METERS, PARTS AND MAINTENANCE SERVICES AS REQUESTED BY AUTHORIZED WASTEWATER DIVISION PERSONNEL DURING THE PERIOD JUNE 25, 2009 THROUGH JUNE 24, 2010, IN ACCORDANCE WITH KING COUNTY ITB 1056-09-MZS AND RESPONDING BID OF ADS, LLC, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN AND IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES.</p> <p>INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT.</p>						

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

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

**ACCEPTANCE:**

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

**TOTAL**

*DR Leach*  
Authorized signature



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PROCUREMENT-GOODS & SERVICES  
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Purchase Order

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THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE 25-JUN-09	BUYER M Schumacher	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO 20840	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	F.O.B Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE	(206) 762-5070	REQUESTOR / DELIVER TO
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JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>THE PRIMARY CONTRACTOR IS HACH COMPANY. THIS SECONDARY CONTRACT MAY ONLY BE UTILIZED IF THE PRIMARY CONTRACTOR CANNOT PERFORM.</p> <p>Purchase Agreement Effective From: 25-JUN-09 To: 24-JUN-10</p>						
		Amount Agreed:					

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

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

ACCEPTANCE:

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

TOTAL

*DR Leach*  
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.



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: APRIL 9, 2009

Invitation to Bid (ITB) Title: Flow Meters, Open Channel Area-Velocity, Parts and Maintenance Services

ITB Number: 1056-09-MZS

Due Date: April 23, 2009 - 2:00 p.m.

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

Alternate Buyer: Paul Russell, paul.russell@kingcounty.gov, 206-263-9317

### Term Supply Requirement

Furnish Open Channel Area-Velocity Flow Meters, Parts and Maintenance Services in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 2,076,910.41  
(See Subsection 6.6)

NO PRE-BID CONFERENCE

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

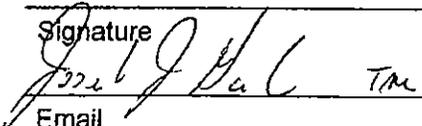
### BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered 1 to 2 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  
ADS LLC

Address  
4940 Research Drive

City/State /Postal Code  
Huntsville, AL 35805

Signature  


Print name and title  
Joseph J. Goustin, Treasurer

Email  
jgoustin@idexcorp.com

Phone  
256-430-3366

Fax  
256-430-6633

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 entire solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

### **1.3 Electronic Commerce and Correspondence**

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

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

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

Full information on vendor registration is available at the website.

#### **1.4 Alterations to Document**

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

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

#### **1.5 Late Bids**

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

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

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

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

#### **1.7 Addenda**

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

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

#### **1.8 Questions and Interpretation of the ITB**

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

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

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

#### **1.9 Examination of Bid Documents**

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

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

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

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

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the

exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

**1.11 Bid Withdrawal After Public Opening**

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

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

**1.12 Cost of Bid and Samples**

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

**1.13 Collusion**

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

**1.14 Bid Effective Date**

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

**1.15 Bid Price and Tax**

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

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

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

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

**1.16 Protest Procedures**

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

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

### **2.1 Evaluation of Bids**

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

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

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

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

### **2.2 Responsive and Responsible**

#### **Responsive**

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

#### **Responsible**

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

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

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

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

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

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

## **2.4 King County Contracting Opportunities Program**

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

## **2.5 Substitutions**

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

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

## **2.6 Forms Required Before Contract Award**

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

- Equal Benefit Worksheet and Declaration Form
- Personnel Inventory Report\*
- Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity\*
- Statement of Compliance – Union or Employee Referral Agency Statement\*
- Internal Revenue Service Form W-9 \*
- 504/ADA Assurance of Compliance
- **Certificate of Insurance and Endorsement \*** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

\*If not on file with the County

## **2.7 Rejection of Bids**

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

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

## **2.8 Single Bid Receipt**

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly

provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

## **2.9 Public Disclosure of Bids**

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

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

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

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

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

Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

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

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

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

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

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

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

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

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

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

### **3.16 Environmental Purchasing Policy**

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

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

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

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

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

### **3.18 Patents and Royalties**

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

### **3.19 Supported Employment Program**

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

### **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.kingcounty.gov/procurement/forms>, Equal Benefits web page.

### **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 \$2,100,000.00 for the first year and \$210,000 for the four (4) optional extension periods. 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**

#### **A. Maintenance**

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

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

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

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

#### **B. Flow Meters and Parts**

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

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

#### **4.4 Shipping Charges**

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

#### **4.5 Packing Slips**

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that 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 Acceptance Process [only applies to initial 215 flow meters]**

The county may give iterative acceptances of flow meters after delivery and county installation.

- A. Acceptance Process. Upon completion of the weekly installation of meters, Acceptance testing will commence. Acceptance shall be based on conformance with the Contract. After successful installation, County will issue a written notice of acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. Correction of Deficiencies Process. If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the work has been corrected, the County will issue a written notice of acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining work not in compliance. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the Contract after Contractor's second attempt to correct the work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

#### **4.8 Warranty**

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of successful startup and acceptance of the meters by the County or eighteen (18) months from date of delivery, whichever occurs first.. 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.

The warranty shall not become null in void as a result of County installation and / or routine maintenance of the flow meters such as opening the flow meter enclosure (if applicable) to change batteries, troubleshoot communication issues, upload and update applicable firmware, and troubleshoot and replace component sensors.

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.

#### **4.9 Warranty Remedies**

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

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

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

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

#### **4.10 Pricing of Spare Parts**

The County shall have the right to conduct a cost or Price Analysis on specific spare parts if pricing appears to be in excess of standard industry pricing for similar parts. Any difference shall be subject to negotiations to the satisfaction of the County. The County is not required to purchase spare parts under this contract if it can purchase the same item(s) from another source under terms that are more advantageous to the County.

#### **4.11 Product Return**

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

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

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

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

#### **4.12 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.

#### **4.13 Disability Assurance Compliance (504/ADA)**

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

#### **4.14 Independent Status of Contractor**

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

#### **4.15 Non-Disclosure Obligation**

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

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt

from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

**4.16 Liquidated Damages [only applies to initial 215 flow meters]**

Time is of the essence on each and every portion of the Contract. In the Contract a definite and certain length of time shall be fixed for the performance of the Contract; this Contract time shall only be changed via contract change. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the Contractor and the County of King that:

- A. A delay would seriously affect the public and the operation of King County; that a reduction by the amount of **\$225.00 per day per order**, for each and every day which exceeds the delivery time set forth in the order and delivery plan, is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful bidder hereby establish said reduction as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.
- B. The County reserves the right to cancel the contract for failure to perform with or without assessment of liquidated damages. At the County's sole discretion, the County may consider and/or accept an alternative to the assessment of liquidated damages proposed by the Contractor. If the County accepts such an alternative it does not waive the right to later reject the alternative and impose liquidated damages from the date of rejection.
- C. Should the successful bidder be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by force majeure, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful bidder. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- D. If normal delivery time is increased by ordering any option, the Contractor shall show increase in delivery time adjacent to option description in the submitted bid.
- E. The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.

#### 4.17 Insurance Requirements

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

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

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

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

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

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

## **SECTION 5     Technical Specifications**

### **5.1     Introduction of Specifications**

The following specifications are intended to fully describe the minimum acceptable performance standards for the purchase of open channel area-velocity flow meters including all necessary components, cables, replacement parts and the maintenance services.

King County's Wastewater Treatment Division (WTD) has approximately 353 miles of sewer conveyance lines ranging from 12 inches to 14 feet in diameter. As part of the Decennial Flow Monitoring project, open channel area-velocity flow meters will be used to measure flow in various parts of the separated collection system and will require ongoing replacement meters, service and parts support throughout the life of the contract.

### **5.2     King County Hours of Operation**

#### **A.     Normal working hours**

Hrs: 8:00 a.m. - 5:00 p.m. PST Mon-Fri

There will be no access to the facility outside of normal working hours, including holidays and weekends, without previous authorization by the designated WTD representative.

#### **B.     Overtime Hours**

Occur after the normal working hours listed in Subsection 5.2.A above or after normal comparable business hours of the Contractor listed in Subsection 6.3, Monday through Friday including Saturday and Sunday.

### **5.3     Definitions**

#### **A.     Open Channel**

A natural or artificial waterway or conduit in which water (or fluid) flows with a free water surface (with its surface exposed to the atmosphere). Sewers are typically classified as open channels.

#### **B.     Open Channel Flow condition**

Flow of water (fluid), with a free surface open to the atmosphere, in an open channel (conduit) or a closed conduit flowing partly full. The sewer (pipe) is not flowing full under this condition.

#### **C.     Open Channel Area Velocity Flow Meter**

1.    An instrument that measures both depth (level) and velocity in order to calculate flow volume in an open channel or pipe.

The measured depth is used to calculate the area based on the characteristics of the channel. The continuity equation is then used to calculate flow where  $\text{flow} = \text{average velocity} \times \text{area}$ .

2.    Components

An open channel area velocity flow meter typically consists of

- a.    Sensors to measure depth and velocity,
- b.    Built-in data logger,
- c.    Battery pack,
- d.    Processing board,
- e.    On-board communication equipment, and
- f.    Other electronic instrumentation to process data and to command and integrate component sensors.

D. Data Logger

An electronic storage device that can read various types of electrical signals and store the data in internal memory for later download to a computer.

E. Depth Sensor

An instrument that measures depth (level) of flow.

F. Velocity Sensor

An instrument that measures velocity of flow.

G. Enclosure (Housing)

The protective physical container that holds the flow meter, and individual sensors including depth and velocity sensing equipment.

H. Surcharged flow Condition

The flow condition when a sewer is flowing full or more than full (depth of water above the crown of the pipe).

### Minimum Requirements

#### 5.4 Contractor Qualifications

- A. The Contractor shall be licensed, bonded and insured and is required to have extensive knowledge and expertise based on a minimum of eight (8) years of related experience in wastewater flow quantification. A responsible Bidder shall be a bona fide franchised dealer or manufacturer of the equipment offered. The open channel area-velocity flow meters including component sensors, cables, and installation and mounting system shall be produced by a manufacturer with a minimum of five (5) years experience manufacturing flow monitoring equipment.
- B. The proposed meters, component sensors, cables, and installation and mounting system(s) shall have been in production for over two (2) years and have demonstrated reliability and accuracy to the satisfaction of the County.
- C. The Contractor shall be required to maintain adequate resources to obtain required materials and provide sufficient personnel to perform the specified work including, but not limited to, the required testing and training requirements, and terms and conditions of this Invitation to Bid. King County will be the sole judge in determining if the Bidder can perform satisfactorily within the terms of this Contract.
1. Confined Space Certification  
Contractor's personnel shall have a Confined Space Certification when required and Bidder shall provide proof of certification at time of bid submittal for personnel to be on-site at time for pre-award testing and for any additional personnel requiring certification. Contractor shall provide the County with the requisite certifications for new employees prior to their participation in any installation or maintenance support services.
  2. Contractor shall have an inventory of at least 150 flow meters of the unit submitted on hand at time of bid submittal to meet the County's needs and shall complete an order and delivery plan.
    - a. Flow Meter Inventory  
The Contractor agrees to submit an inventory of the unit submitted to demonstrate the ability to meet the delivery requirements for all equipment as specified that is required for the initial purchase of the 215 flow meters.

b. Order and Delivery Plan

The Contractor shall provide an order and delivery plan for the initial flow meter purchase listing the contact names and phone numbers for ordering, expediting and emergencies at time of bid submittal. The plan shall include the shipping and delivery schedule for the initial order of 215 meters identifying the number of meters to be shipped with their respective shipment and estimated delivery dates.

- D. Contractor shall have a full-time complete parts and service facility offering factory authorized service and maintaining a parts supply adequate to perform complete repairs which shall be open, available and accessible a minimum of eight (8) consecutive hours anytime between 7:00 a.m. and 5:00 p.m. Monday through Friday.

An "emergency" phone number shall be supplied for service required during hours outside of those stated in Bidder's response to Subsection 6.3.

E. Contractor's Contact Information

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

Contractor shall also provide an address and telephone number for the service facility in Subsection 6.4 if different than provided in Subsection 6.3.

**5.5 Open Channel Area-Velocity Flow Meters Requirements**

A. General

1. The flow meter shall be an open channel area-velocity type of flow meter suitable for installation and operation in sanitary sewer manholes and pipes and similar harsh environments.
2. Obsolete models of equipment not in production will not be accepted. Only new models in current production which are cataloged by the manufacturer and for which printed literature and specifications are available shall be provided.
3. All equipment shall be new and in perfect working condition. Used demonstration, rebuilt or remanufactured equipment shall be unacceptable. All items in the specifications shall be factory available; no aftermarket items will be accepted.
4. All standard equipment and components necessary for normal operation and that are normally supplied shall be furnished by the Contractor, even if not called out in the specifications.

B. Performance Requirements

1. The flow meter shall be capable of supporting and connecting to a velocity sensor, a pressure depth sensor and an ultrasonic depth sensor.
2. In addition to connecting to the velocity and depth sensors, the flow meter shall also be capable of:
  - a. Connecting to and interfacing with industry-standard rain gauges and water quality samplers,
  - b. Supporting depth (level) proportional and flow proportional sampling trigger configurations or modes, and
  - c. Flow meters (and associated sensors) shall be capable of being installed and removed easily and repeatedly (see Subsection 5.5.D.5 and 5.5.D.6).

3. The flow meter and associated sensors shall be able to measure flow in both open channel and surcharged flow conditions (when the depth of flow goes above the pipe crown).
  4. The flow meter shall combine velocity and level (depth) sensors to calculate open channel flow based on the Continuity equation ( $Q = V \times A$ , where  $Q$  = flow,  $V$  = average velocity, and  $A$  = area)
  5. Operating Temperature Range  
The flow meter shall be fully functional within (operating) temperatures between 32 and 140 degrees Fahrenheit (or better).
  6. All connectors shall be water tight, corrosion resistant, and maintain full flexibility in temperatures between 32 and 140 degrees Fahrenheit (or better).
- C. Flow Meter Dimensions
1. Cable Length  
The minimum standard cable length (between the sensor and the flow meter) shall be 25 feet.
  2. Weight  
The weight of the flow meter including the housing, all components contained in the housing and the battery pack shall not exceed 35 pounds.
  3. Length (height) and Diameter  
The flow meter shall not exceed 24 inches in length and 9 inches in diameter (or equivalent dimensions in Height x Width x Length).
- D. Standard installation
1. The flow meter shall be suspended from the manhole ladder or from an eye-bolt drilled in to the manhole wall.
  2. The velocity sensor shall be mounted in the flow stream on a stainless steel metal band or above the flow stream using a bracket system.
  3. The pressure sensor shall be mounted in the flow stream on a stainless steel metal band
  4. The ultrasonic depth sensor shall be mounted above the flow stream (just below the crown of the pipe) using a metal band or above the flow stream using a bracket system.
  5. Installation of flow meters and associated depth and velocity sensors shall take no longer than 1 – 1 ½ hours to complete.
  6. The individual level and velocity sensors shall be able to be replaced on site (in the field) easily and take no longer than 45 – 60 minutes to:
    - a. Complete removal and replacement, and
    - b. Verify that the sensors are functioning properly.
- E. Housing
1. The enclosure (Housing) of the flow meter shall conform to NEMA 4X, 6P or IP68 standard requirements for water tight, dust tight, chemically resistant, and corrosion resistance submersion. The enclosure (housing) material shall be marine-grade aluminum or sealed water-tight polystyrene or approved equal corrosion resistant material.
- F. Mounting Equipment
- Mounting equipment for the flow meters and associated sensors shall be stainless steel and of the appropriate size to support installation in pipes ranging from 8 inches to 14 feet in diameter.

1. Special Installations

For pipes over 48 inches in diameter, the Contractor shall provide mounting equipment and instructions for use in 1/2 or 3/4-band mount methods for mounting the sensors.

G. Sensors

1. Types

a. Depth Sensors

The flow meter shall have redundant depth sensors to measure the full range of depth of flow during open channel and surcharged flow conditions.

- (1) At least one (1) of the depth sensors shall be able to measure depth both during open channel flows and surcharged conditions (when the depth of flow goes above the pipe crown).
- (2) The redundant depth measurements shall be independent and done using different technologies for measuring the depth (level) of flow in an open-channel (see subsection 5.5.G.2.a and 5.5.G.2.b below).

b. Velocity Sensor

The flow meter shall have a sensor to measure the velocity of the flow in the pipe.

2. Measurement Requirements

a. Level measurement 1

(1) Method

One (1) depth sensor shall utilize the Ultrasonic method of measuring depth of flow (level).

(2) Range

The level (depth) measurement range of the standard ultrasonic sensor shall be at a minimum from 0.25 to 96 inches.

(3) Accuracy

The level (depth) shall be measured with an accuracy of +/- 0.15 inches or +/- 1% of reading over the full range.

b. Level Measurement 2

(1) Method

One (1) depth sensor shall utilize the Pressure transducer method of measuring depth of flow (level).

(2) Range

The level (depth) measurement range of the standard pressure sensor shall be at a minimum from 0 to 138 inches. The pressure sensor shall be able to measure level through out the range of depth in the pipe (from invert of pipe during normal open channel flow to surcharged flow conditions).

(3) Accuracy

The level (depth) shall be measured with an accuracy of +/- 0.15 inches or +/- 0.25% of full scale.

c. Velocity measurement

(1) Method

The velocity sensor shall utilize either the Doppler ultrasonic or Radar method of measurement. The velocity sensor shall not utilize the electromagnetic method of measurement.

(2) Range

The velocity measurement range of the standard sensor shall be from -5 to 15 feet/sec.

(3) Accuracy

The velocity in water with a uniform velocity profile shall be measured with an accuracy of +/- 2% of reading or 0.8% of Full scale over a range of - 5 to + 5 feet/sec, 1.2% of Full scale over a range of 5 to 10 feet/sec, and 2.8% of Full scale over a range of 10 to 15 feet/sec.

H. Data Acquisition, Storage, Display and Reporting

1. Data Acquisition

- a. The flow meter shall support user-defined intervals of data acquisition (collection) and be capable of depth and velocity measurements at various intervals including, but not limited to, one (1), five (5), and fifteen (15) minute increments.
- b. The flow meter shall have the capability to change the data acquisition rate automatically without user intervention to a faster rate when the flow gets higher than a user-defined (pre set) depth threshold. The data acquisition rate shall revert back to the normal (or initial) rate once the depth of flow drops below the pre-determined depth threshold.

2. Data Recording and Storage

- a. The flow meter shall be capable of recording and storing (for later display or retrieval):
  - (1) Depth and velocity field verifications results,
  - (2) Real time readings (depth, velocity, and battery voltage), and
  - (3) Meter activation and data collection logs.
- b. The flow meter shall have an internal data logger capable of storing a minimum of 90 days of data at a 15-minute recording interval with all sensors (pressure depth, ultrasonic depth, and velocity) configured (or connected to the flow meter).
- c. Data storage options shall include data storage in a linear (fixed) and circular (wrap around) mode.
- d. Provide documentation regarding data storage capabilities.

3. Data Display

The flow meter shall be capable of displaying in real time the current monitoring status including but not limited to:

- a. Battery voltage,
- b. Depth and velocity values,
- c. Sensor temperature,
- d. Monitor time,

- e. Site name,
  - f. Meter serial number, and
  - g. Available flow data (in the data logger).
4. Data Reporting
- The flow meter shall be capable of displaying and reporting both graphical and text formats including, but not limited to:
- a. Depths and Velocities measured,
  - b. Actual time of measurements, and
  - c. Data withdrawal (interrogation) time and date.
- I. Power Requirements
- The flow meter shall be powered by a battery pack with the option of power supply by an external direct current source. Provide documentation regarding flow meter power consumption and battery life expectations.
1. Battery Pack
- a. The battery pack shall be capable of powering the flow meter for a minimum of 90 days at a recurring 15-minutes sample (or recording) interval with two (2) depth sensors (pressure and ultrasonic) and one (1) velocity sensor attached (or connected to the flow meter).
  - b. Batteries shall be easy to remove and replace by County staff and shall take less than ten (10) minutes for both actions.
- J. Communications
1. Communication Modes
- The flow meter shall have an integrated communication method for communicating with the County's computers for the purposes of, but not limited to, activating flow meters (and associated sensors), data collection and equipment troubleshooting.
2. Integrated Communication Options
- Integrated communications options shall include an integrated built-in RS232 serial port for local on-site communication, and:
- a. 100% of the flow meters shall include a built-in phone land-line modem and a built-in wireless modem that use CDMA or GSM/GPRS cellular communication protocols for remote communication modes; or
  - b. A combination of the following integrated communications options:
    - (1) Approximately 75% of the initial estimated 215 flow meter purchase shall have a built-in wireless modem that uses CDMA or GSM/GPRS cellular communication protocols for remote communication modes, and
    - (2) Approximately 25% of the initial estimated 215 flow meter purchase shall have a built-in land-line phone modem for remote communication modes.
3. Real Time Operation Mode
- a. The flow meter shall support a real-time operational mode wherein the sensors are fired as fast as possible to refresh the analog outputs. Each real-time reading shall not take

longer than 30 seconds (per sensor) from the time the command is given to the time the reading values are registered on the computer screen.

- b. All monitors shall continue to perform normal synchronous data logging and telemetry operations while in real-time mode.

#### K. Software

Contractor shall supply all software and documentation associated with the proper installation and operation of the flow meters, including all necessary direct communication cables and the license to use the software on the flow meters and on eight (8) to ten (10) County supplied computers which currently includes four (4) field lap tops and four (4) desk top computers. The software shall enable the field lap top computers to communicate with the installed flow meters.

1. Data collection and data management software shall be supplied by the Contractor and be compatible with MS Windows XP applications.
2. The software shall support:
  - a. Site-set up or meter configuration and activation,
  - b. Data collection,
  - c. Real-time readings from the system during field verification (or calibration),
  - d. Data review and analysis,
  - e. Data editing,
  - f. Data management,
  - g. Data import and export (from and to) a third party software, and
  - h. Reporting or report generation (including in graphical and tabular formats).
3. Contractor's software shall be:
  - a. Overall easy to use and have built-in features for facilitating direct (through serial connection) and remote (via landline or wireless telemetry) communications with the flow meter to activate the flow meter, collect data, and perform field verifications.
  - b. Compatible with or capable of interfacing with web-based monitoring and/or reporting software packages.
  - c. Capable of performing and facilitating data processing, storage and management.
  - d. Able to easily import and export data into programs, including but not limited to, MS Excel, MS Access, and text and CSV formats.
  - e. Able to schedule export data into MS Excel, MS Access, and text and CSV formats.
  - f. Capable of data review, editing and analysis, and reporting using hydrographs, scattergraphs, and data tables. Such capabilities include but not are not limited to
    - (1) Data flagging (removing erroneous data from flow calculations) and data reconstitution (reconstruction) based on established depth and velocity relationships.
    - (2) Performing flow balancing between upstream and downstream monitoring locations.
    - (3) Generating hydrograph, scattergraph, and tabular reports for printing and exporting to third party software including but not limited to MS Excel and MS Word.

- (4) Plotting velocity, depth, and flow data in hydrographs and scattergraphs for viewing in daily, weekly, monthly, quarterly, yearly, and user-defined intervals.
  - (5) Generating average, minimum, and maximum daily values for measured velocity and depth, and calculated flow at 15 minutes, hourly, and daily intervals at a minimum.
  - (6) Adjusting depth and /or velocity data based on field verification and recalculating flow.
4. The Contractor shall provide a minimum of five (5) years of system network support, including all applicable or pertinent documentation, software and firmware upgrades, to the County. The support period shall commence on the date the flow meters are accepted by the County, as specified in this document.

## 5.6 Operation and Maintenance

### A. Replacement Parts

The Contractor shall maintain replacement parts for support of any equipment and software that may be purchased as a result of this solicitation for the entire term of the Contract.

1. Provide a list of recommended spare parts.
2. Parts Availability  
Delivery for stocked items shall be within one (1) business day. Delivery for out of stock or non-stocked parts shall be within three (3) business days at no additional cost to King County for shipping.
3. All parts shall meet or exceed OEM manufacturer's minimum specifications and conform to all applicable industry and safety standards. King County shall be notified when new industry standards are set or existing standards are superseded.

### B. Maintenance Services

The Contractor shall provide on-call maintenance services as requested in writing by an authorized County representative, which includes notification by e-mail.

1. Maintenance services may include, but shall not be limited to:
  - a. Calibration of the depth / velocity sensor;
  - b. Internal software and/or firmware updates;
  - c. Internal battery replacement; and
  - d. Repair of damaged meters.
2. The field services under this scope include, but are not limited to, the following:
  - a. Flow meter diagnostics and troubleshooting support, including:
    - (1) Flow meter (Monitor) central processing unit and control boards,
    - (2) Modem, modem interface, and communication link,
    - (3) Ultrasonic sensor or board,
    - (4) Pressure sensor or pressure board, and
    - (5) Velocity sensor or velocity board.
  - b. Confirmation of flow meters and associated sensors, including:
    - (1) Verification of the depth of flow measurement,

- (2) Comparison and analysis of manual (field) and meter depth and velocity measurements,
    - (3) Pipe condition assessment, and
    - (4) Report of depth and velocity confirmations.
  - c. Install, relocate or remove flow monitoring equipment.
  - d. Communication line work external to the equipment.
- 3. Response Time
  - a. It is King County's intent to provide the Contractor with a reasonable amount of time, whenever possible, to provide maintenance services or replacement parts.
  - b. Response time shall be defined as the amount of time between King County's initial contact with the Contractor or Contractor's designated answering service and the time the appropriate parts or repair person arrives at the work site.
  - c. Contractor will make a reasonable effort to accommodate the County's work schedule and request for services. Response time for return call will be guaranteed at two (2) hours or less and response time for on-site service will be guaranteed at 48 hours or less for flow meter issues and one (1) day for software related issues during normal weekday business hours, excluding holidays. All on-site work will be performed by Contractor during normal business hours (excluding nights, weekends, and Holidays) from 8:00 a.m. to 4:30 p.m. PST, unless otherwise authorized in writing by the designated County representative.
- 4. Job Quotes
  - a. Contractor shall provide a written price quote for all work ordered including all costs for maintenance services and replacement parts based on established Contract rates. The County will approve each quote by submitting a standard purchase order to the Contractor.
- 5. Site Access
  - a. Contractor shall notify King County prior to accessing flow-monitoring locations for coordination with the County's work schedule.
  - b. King County will provide access to the flow monitoring locations and authorization to enter the County's sewer manholes as required.
  - c. King County will provide all available information relating to area overflows, surcharging or any other special hazards.
- C. Operations and Maintenance Documentation
  - 1. Installation Manual
 

Provide an installation manual which shall be specific to the model(s) submitted in Subsection 6.6.A at time of bid submittal that contains at a minimum detailed installation guidelines, schematics and calibration instructions.
  - 2. Operations and Maintenance Manual
 

Provide a detailed operations manual at time of bid submittal which shall be specific to the model(s) submitted in Subsection 6.6.A to the County. Documentation shall include, but is not limited to:

    - a. Data storage options,

- b. Performance, electrical and physical specifications,
  - c. Applicable detailed schematics (overall, mechanical, electrical and electronic),
  - d. Applicable wiring diagrams,
  - e. Operating procedures,
  - f. Preventive maintenance procedures,
  - g. Troubleshooting guide,
  - h. Parts Manual (dimension parameters, material, manufacturer, part number, replacement schedule, etc.),
  - i. All necessary support equipment associated with the operation and calibration of the furnished equipment, and
  - j. Special tools or equipment required for operation, maintenance and repair of the flow meter.
3. Preventive Maintenance  
Provide a preventive maintenance list including, but not limited to:
- a. All pertinent reference materials, and
  - b. Daily, weekly, monthly, quarterly, semi-annual and annual maintenance requirements, including any cleaning requirements.
4. Troubleshooting  
Provide troubleshooting documentation including, but not limited to:
- a. Recommended systematic troubleshooting procedures,
  - b. Component specific troubleshooting checklists, and
  - c. Equipment testing and diagnostic procedures.
5. Corrective Maintenance
- a. Provide a list of potential problems that may occur with the flow meters and supporting equipment along with recommended methods for repair.
  - b. Provide recommended procedures for checking equipment following a corrective repair.

**D. Maintainability**

Flow meters shall have a documented mean-time-to repair (MTTR) of at most seven (7) calendar days not including time in transit to and from the County and the Contractor, based on turn-around for units returned to the factory for repair.

**5.7 Training**

- A. The Contractor shall provide a factory trained and certified representative for a minimum of two (2) on site training sessions of four (4) to eight (8) WTD personnel. Each session shall be about eight (8) hours long) and include instruction regarding hardware, proper installation, troubleshooting and maintenance, field optimization, data generation aspects of the metering process, and software use including, but not limited to:
- 1. Equipment installation and removal,
  - 2. Component removal / installation and disassembly / assembly procedures,

3. Operating function of flow meter,
4. Fundamental operating principles of flow meter,
5. Identify electrical, mechanical and electronic components of the flow meter,
6. Identify all support equipment associated with the operation and calibration of the furnished equipment,
7. Procedures and settings for monitoring, tightening, calibration and alignment the flow meter, and
8. Demonstrate start-up and shutdown procedures of flow meters.

## **5.8 Order Confirmation**

### **A. Contractor Order Confirmation**

King County purchasing personnel shall receive an order confirmation from the Contractor, by line item, via fax or email within 24 hours of order placement for in-stock orders or within 48 hours after order confirmation for non-stock items. The order confirmation shall have the expected delivery date(s) by line item. Orders not received by the expected delivery date are subject to complete or partial cancellation by King County without any penalty to the County from the Contractor.

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

## **5.9 Catalogs and Price Lists**

Upon request, the Contractor shall furnish, at no additional cost, the latest dated catalogs, published price lists and/or published manufacturer's net price lists, including specific technical information related to the products on this contract, to King County. Contractor shall have a maximum of two (2) weeks after request to supply the requested documents. Price lists and catalogs can be in hard copy, disk or electronic format or web based.

## **5.10 Related Products**

Any Contract resulting from this ITB may be expanded to cover related items provided that such products are normally furnished by the Contractor. Contractor shall agree to provide related products using the same pricing discount as the items covered by this ITB in Subsection 6.6.

## **5.11 Submittals:**

- A.** Bidder shall submit the following with their bid packages. This information is required by the county before start of flow meter testing to determine the responsiveness and responsibility of bidders who may be invited to participate in testing:
1. A detailed Warranty statement (see Subsection 4.8),
  2. Confined Space Certification (see Subsection 5.4.C.1),
  3. Flow Meter Inventory as required in subsection (see Subsection 5.4.C.2.a),
  4. Order and Delivery Plan (see Subsection 5.4.C.2.b),
  5. Published price lists and catalogs including URL address for Bidder's website and online catalogs or price lists (see subsection 5.9),
  6. Total data storage capability including method of data storage--in a linear (fixed) and/or circular (wrap around) fashion--(see Subsection 5.5.H.2),

7. Flow Meter power consumption and life expectancy of the battery pack (see Subsection 5.5.I),
8. Reliability documentation (see Subsection 5.4.B),
9. Maintainability documentation (see Subsection 5.6.D),
10. Recommended spare parts list (see Subsection 5.6.A.1),
11. Two (2) Installation Manuals (see Subsection 5.6.C.1),
12. Special installation instructions (see Subsection 5.5.F.1),
13. Two (2) complete sets of Operations and Maintenance manuals (see Subsection 5.6.C.2),
14. Two (2) complete sets of Software documentation (see subsection 5.5.K) including, but not limited to:
  - a. User's Guide,
  - b. Installation instructions,
  - c. Troubleshooting techniques,
  - d. Graphing capability,
  - e. Data reporting,
  - f. Data correction, and
  - g. Data smoothing.
15. Measurement accuracy specifications (see Subsection 5.5.G.2.a(3), b(3) and c(3) ).

#### **5.12 Pre-Award Flow Meter Testing**

Performance testing will be required prior to the bid award and will begin no later than seven (7) calendar days after bid opening. The County will test the flow meter(s) submitted in Subsection 6.6.A by all responsive responsible Bidders to determine if the flow meters meet the minimum technical specifications set forth in this invitation to bid. Testing will occur over a period of fourteen (14) calendar days at no cost to the County, including travel to and from the project site.

##### **A. County Responsibilities:**

1. The County will notify Bidders of the intent to test the submitted units within three (3) days after bid opening and will schedule the date and time for Bidder or Bidder's representative to assist the County in the install of the flow meters.
2. Testing sites will be selected by the County.
3. The County will install two (2) flow meters in adjacent manholes for flow comparison where practicable.
4. County personnel will perform the installation, and the depth and velocity verifications of the flow meter.
5. County personnel will also perform the removal of the flow meters and sensors at the completion of the testing period.

##### **B. Bidder's Requirements**

1. Bidder if requested shall provide two (2) flow meters of the model(s) submitted in Subsection 6.6.A, including all components, sensors and its proprietary software as required by the technical specifications of this Invitation to Bid, to the County for use during the test period.

2. The Bidder shall provide a factory trained representative certified by the Manufacturer to assist County representatives on-site in performing installation of the two (2) flow meters in the King County system for a period of fourteen (14) days at no cost to the County.
3. Bidder shall provide its proprietary software to the County for use during the test period.
4. Bidder shall provide instruction for data collection, data review and analysis, equipment troubleshooting, software use, and any specialized equipment required for the installation of the flow meters.
5. Bidder's personnel assisting in the installation shall be trained in confined space entry and provide confined space certification documentation prior to the testing.
6. Bidder assumes all liability for the safety of their employees or designees during the testing phase.

C. Testing Requirements

1. Field Verifications performed by the County
  - a. Two (2) depth and velocity verifications shall be performed, one (1) each during the installation and removal of the flow meter, to ensure that the meter is working properly.
  - b. Each verification shall comprise of three (3) sets of depth and velocity field readings to be compared with meter readings.
2. The data collection interval shall be set at five (5) minutes.
3. There shall be no maintenance or altering the flow meters (and associated sensors) performed during the trial period. This includes but is not limited to:
  - a. Changing batteries,
  - b. Cleaning sensors,
  - c. Adjusting installation set up,
  - d. Reactivating (restarting) the meter, and
  - e. Switching to a manual collect (by connecting to the meter serially) if the initial connection was via telemetry.
4. County personnel will evaluate (at the beginning and end of the test period) the time it takes to install, remove and/or replace the flow meter, associated sensors, and batteries.
5. County personnel will evaluate the software based on features described in subsection 5.5.K.
6. County personnel will evaluate the raw data (and finalized data if applicable), and field verification results based on evaluation criteria set forth in subsection 5.12.D and prepare a summary final report that shall include results of evaluations in subsections 5.12.C.

D. Testing Evaluation Criteria

1. Uptime percent
  - a. Uptime percent is defined as the percentage of total data points recorded by a flow meter and considered valid.
  - b. The minimum Uptime is set at 95% (i.e. the meters shall record and store at least 95% valid data for the test period) for each of the components – depth, velocity, and flow.

2. Precision

- a. The Precision or repeatability of the flow meter data shall be determined by the deviation or scatter of the meter data from a pipe curve generated or defined by the measured depth and velocity data when plotted on an x-y scatter plot (scattergraph) or the pipe slope and Manning's coefficient.
- b. During uniform flow conditions, the meter shall produce a repeatable pattern that conforms to the ideal (or Manning) pipe curve when depth and velocity data are plotted on a scatter plot (scattergraph). In a gradually varying flow, the meter shall produce a repeatable pattern that is consistent with the site conditions present at the monitoring location.
- c. Consistency between the two (2) flow meters installed in adjacent manholes shall be determined by comparing the flow difference between the two (2) flow meters which shall be within 5% of each other.

3. Bias

Bias shall be determined as the difference between the depth and velocity data collected (or read) by the meter and the concurrent field measurements (meter reading vs. field reading). A maximum of 10% of relative deviation is set as the upper limit for the relative deviation between the meter and manual readings.

Percent Relative Deviation (PRD) =  $[(\text{meter reading} - \text{manual reading}) / \text{Manual reading}] * 100$

**Note:** Consecutive PRD values of >10% (taken on different days) may indicate that the meter data needs to be adjusted. Measurement accuracy specifications as stated in product data sheets or provided by the Bidder may also be compared with the field (manual) readings.

- E. Flow meters and associated sensors shall be able to be installed and removed within the required time frame as specified in subsection 5.5.D.5. County staff may use qualitative rating criteria to evaluate the ease of installation of metering equipment provided by the Bidder.
- F. Sensors alone shall be able to be removed and replaced within the required time frame as specified in subsection 5.5.D.6.
- G. Proprietary Software shall meet the specifications in subsection 5.5.K. County staff may use qualitative rating criteria to evaluate the ease of use and functionality of the software provided by the Bidder.

**5.13 Options**

A. Extended Warranty

Extended warranty meeting all of the requirements of the warranty and warranty remedies in Subsections 4.8 and 4.9 for flow meters and their components including required sensors. This requirement is separate from the system network support requirements in Subsection 5.5.K.4. Provide pricing for warranty options in Subsection 6.6.D Schedule 4 for years two (2), three (3), four (4) & five (5).

**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. Bidders shall complete all of the Pricing schedules in Subsection 6.6. Failure to completely bid all items in all Schedules as required in Subsection 6.6 may render the bid non-responsive.

Bidders are cautioned not to alter the specification, pricing information section, and the terms and conditions of this Invitation to Bid (ITB). **Any alteration may render a bid non-responsive.** This means do not include your normal quote sheet as it may have terms and conditions that conflict with this ITB rendering your bid non-responsive.

**6.2 Delivery**

**A. Delivery location and Information**

Additional replacement flow meter orders shall be delivered as soon as possible and not later than six (6) to eight (8) weeks after placement of a written order. **Note:** See subsection 5.6.A.2 for delivery requirements for replacement parts. Bids shall state the number of days delivery is guaranteed after receipt of order.

Bid prices shall include delivery, FOB destination, to the following location, or as designated at the time of order placement:

King County Wastewater Treatment Division  
 Attn: Mike Sands (206-684-2172)  
 King Street Center  
 201 South Jackson Street  
 Seattle, WA 98104

Guaranteed delivery days  
 after receipt of order

- 1. Replacement Flow Meters 0 days
- 2. Standard in-stock items 0 days
- 3. Non-Standard Special Order Items 3 days - 6 weeks

**B. Delivery Schedule for the initial 215 units**

County intends to install a total of 6 meters/day for a total of 30 meters/week (two 2-person crews). Contractor shall meet, at a minimum, the following delivery schedule:

**1. Preliminary delivery schedule**

	<u>Bidders' delivery dates</u>	<u>No. Meters to Deliver</u>	<u>Guaranteed Delivery</u>
a.	July 13, 2009	36 meters	<u>July 13, 2009</u>
b.	July 20, 2009	36 meters	<u>July 20, 2009</u>
c.	July 27, 2009	36 meters	<u>July 27, 2009</u>
d.	August 3, 2009	36 meters	<u>August 3, 2009</u>
e.	August 10, 2009	36 meters	<u>August 10, 2009</u>
f.	August 17, 2009	35 meters	<u>August 17, 2009</u>

**6.3 Bidder's Facility and Contact Information**

Physical Address: 309 South Cloverdale, Suite D-38, Seattle, WA 98108

Mailing Address: Same as Above

Name of contact person: Gillian Woodward PE

Telephone No. (Local/Toll Free): 206-255-6904

Emergency Phone No. 206-793-8064 Mike Pina

State hours and days of operation:

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

**6.4 Service Facility**

Indicate service facility below if different than the information provided in subsection 6.3.

Address: 309 South Cloverdale, Suite D-38, Seattle, WA 98108

Telephone No.: 206-255-6904

**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 1.6% - 10 Days, Net 30

**6.6 Pricing**

**In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.** Estimated quantities are the County's anticipated requirements during the one (1) year contract period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. **To be considered responsive, Bidders shall bid on all schedules.**

**A. Schedules 1A and 1B – Flow Meters**

The County anticipates the purchase of approximately 215 flow meters during the first contract term. The County may purchase additional replacement flow meters throughout the optional extension periods, years two through five. Bidders shall bid on all line items in **Schedule 1A or 1B** to be considered responsive.

To ensure equivalence, the base price shall be the **current** Manufacturer's Suggested List Price (MSLP), **if applicable**. Using that as a basis, fill in the MSLP, the Discount Percentage (Disc %)—if any—offered, the Discount, the Unit Price and the Extended Total. The **Discount** is calculated by multiplying the MSLP times the Discount Percentage (if any). The **Unit Price** is calculated by subtracting the Discount from the MSLP. Extend the total by multiplying the Estimated Quantity times the Unit Price for each line item below. If no discount off is offered, enter 0% in the appropriate space.

**1. Schedule 1A**

Item No.	Est. Quantity	UOM	Description	MSLP	Disc %	Discount	Unit Price	Extended Total
<b>Flow Meter with built-in:</b> <ul style="list-style-type: none"> <li>• RS232 serial port for local on-site communication</li> <li>• Phone land-line modem</li> <li>• Wireless modem that use CDMA or GSM/GPRS cellular communication protocols for remote communication modes</li> </ul> <b>Manufacturer/Brand Offered _____ Model No. _____</b>								
<b>1.</b>	<b>1st Year Purchase</b>							
	215	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$
<b>2.</b>	<b>2<sup>nd</sup> – 5<sup>th</sup> Year Purchases</b>							
	11	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$
<b>Schedule 1A Total</b>								<b>\$</b>

**OR**

2. Schedule 1B

Item No.	Est. Quantity	UOM	Description	MSLP	Disc %	Discount	Unit Price	Extended Total
<b>Flow Meter with built-in:</b> <ul style="list-style-type: none"> <li>• RS232 serial port for local on-site communication</li> <li>• wireless modem that uses CDMA or GSM/GPRS cellular communication protocols for remote communication modes</li> </ul> <b>Manufacturer/Brand Offered</b> _____ <b>Model No.</b> _____								
1.	<b>1st Year Purchase</b>							
	161	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$
2.	<b>2<sup>nd</sup> – 5<sup>th</sup> Year Purchases</b>							
	8	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$
<b>Flow Meter with built-in:</b> <ul style="list-style-type: none"> <li>• RS232 serial port for local on-site communication</li> <li>• land-line phone modem for remote communication modes</li> </ul> <b>Manufacturer/Brand Offered</b> _____ <b>Model No.</b> _____								
3.	<b>1st Year Purchase</b>							
	54	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$
4.	<b>2<sup>nd</sup> – 5<sup>th</sup> Year Purchases</b>							
	3	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$
<b>Schedule 1B Total</b>								\$

B. Schedule 2 – Maintenance Service

For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for repair service. Travel time and mileage costs shall be included in the per hour rates and are not otherwise reimbursable. Labor hours will be billed in half hour increments. To be considered responsive, Bidders shall bid on all line items in Schedule 2.

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	100	HR	Repair Services during normal working hours (7:00 a.m. – 5:00 p.m. Monday - Friday)	\$	\$
2.	20	HR	Overtime Services (after 5:01 p.m. – 6:59 a.m. Monday – Friday and all day Sunday & Saturday)	\$	\$
<b>Schedule 2 Total</b>					<b>\$</b>

C. Schedule 3 – Replacement Parts

For bid evaluation purposes Bidders shall assume the following Estimated Annual Usage per year for replacement parts. Bidders shall state below the Discount Percent (if any) from the Manufacturer's Suggested List Price (MSLP), if applicable, offered on Replacement Parts. The **Discount** is calculated by multiplying the Estimated Annual Usage quantity times the Discount Percentage (if any). If no discount off is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, subtract the Discount from the Estimated Annual Usage.

Item #	Est. Annual Usage	Description	% Discount from MSLP	Discount	Extended Total
1.	\$ 100,000.00	Replacement Parts	%	\$	\$
<b>Schedule 3 Total</b>					<b>\$</b>

**D. Schedule 4 – Warranty Options**

To be considered responsive, Bidders shall bid on all line items in Schedule 4.

**EA = Single meter and associated hardware and sensors**

Item No.	Qty	UOM	Description	Unit Price	Extended Price
1	Extended two (2) year warranty				
	250	EA	Meter and associated hardware and sensors	\$	\$
2	Extended three (3) year warranty				
	250	EA	Meter and associated hardware and sensors	\$	\$
3	Extended four (4) year warranty				
	250	EA	Meter and associated hardware and sensors	\$	\$
4	Extended five (5) year warranty				
	250	EA	Meter and associated hardware and sensors	\$	\$
<b>Schedule 4 Total</b>					<b>\$</b>

**Schedule 1 Total**      \$ \_\_\_\_\_

**Schedule 2 Total**      \$ \_\_\_\_\_

**Schedule 3 Total**      \$ \_\_\_\_\_

**Schedule 4 Total**      \$ \_\_\_\_\_

**Total Bid Price ( Schedules 1 + 2 +3 +4 )**      \$ \_\_\_\_\_

(also enter on cover page)

**6.7 References**

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar flow meter equipment and maintenance services, preferably in Washington State, for a period not less than two (2) years. 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. **References shall be submitted with bid.**

<p>Company Name: <u>Seattle Public Utilities, WA</u></p> <p>Company Address: <u>700 5th Ave., Suite 4900</u></p> <p>Company PO Box <u>34018, Seattle, WA</u></p> <p>Phone: <u>98124-4018</u></p> <p>206-615-1705</p> <p>Contact Person: <u>Brian Morgenroth</u></p> <p>Type of flow meters provided / installed: <u>FlowShark AG</u></p> <p># of flow meters provided / installed: <u>271 AG, 55 AL</u></p> <p>Dates: <u>2009(2xAG), 2008(154xAG)(8xAL), 2007 (23xAG)(32xAL), 2006 (62xAG) (15xAL), 2005 (30xAG)</u></p> <p>Company Name: <u>County of Sacramento, CA</u></p> <p>Company MSA Water Quality Address: <u>10545 Armstrong Ave., Ste. 1010 Mather, CA 95655</u></p> <p>Company Phone: <u>916-591-2011</u></p> <p>Contact Person: <u>Mr. Dave Pitts</u></p> <p>Type of flow meters provided / installed: <u>FlowShark AG</u></p> <p># of flow meters provided / installed: <u>18</u></p> <p>Dates: <u>2009(3xAG), 2007(10xAG), 2006(5xAG)</u></p>	<p>Company Name: <u>Stantec</u></p> <p>Company Address: <u>1500 Lake Shore Drive, Suite 100 Columbus, OH 43204</u></p> <p>Company Phone: <u>614-402-2799</u></p> <p>Contact Person: <u>Roger Jacobson PE</u></p> <p>Type of flow meters provided / installed: <u>FlowShark AG</u></p> <p># of flow meters provided / installed: <u>265</u></p> <p>Dates: <u>2008(15xAG), 2007(200xAG), 2006(50xAG)</u></p> <p>Company Name: <u>RJN Group</u></p> <p>Company Address: <u>12160 Abrams Road Dallas, TX 75243</u></p> <p>Company Phone: <u>214-437-1444</u></p> <p>Contact Person: <u>Jeff Plymale</u></p> <p>Type of flow meters provided / installed: <u>FlowShark AG</u></p> <p># of flow meters provided / installed: <u>120</u></p> <p>Dates: <u>2008(60xAG), 2006(60xAG)</u></p>
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# INVITATION TO BID

## Addendum # 1



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

ADDENDUM DATE: April 17, 2009

ITB Title: Flow Meters, Open Channel Area-Velocity, Parts and  
Maintenance Services

ITB Number: 1056-09-MZS

Due Date/Time: April 23, 2009 - 2:00 p.m.

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

Alternate Buyer: Paul Russell, paul.russell@kingcounty.gov, 206-263-9317

This addendum is issued to revise Invitation to Bid 1056-09-MZS, advertised April 9, 2009 as follows:

1. The bid opening date shall remain the same, Thursday, April 23, 2009 at 2:00 p.m.
2. **Delete Subsection 4.7.A in its entirety and Replace with the following:**

#### 4.7 Acceptance

Acceptance shall be based on conformance with the Contract.

##### A. Preliminary Acceptance.

Preliminary Acceptance will be completed for each batch of approximately 34-36 meters no later than two (2) weeks after install. After successful installation of each batch, County will issue a written notice of acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines. The county will pay for the meters after preliminary acceptance of each batch is completed.

Preliminary acceptance will include the following criteria:

1. All installation equipment is functioning properly and to specification (5.5.F).
2. All sensors (depth and velocity) are functioning properly and to specifications (5.5.G).
3. Data acquisition, storage, and display and reporting capabilities and features are functioning properly and to specification (5.5.H).
4. Power and communication capabilities and features are functioning properly and to specification (5.5.I. and 5.5.J).
5. All software capabilities and features are functioning properly and to specifications (5.5.K).

B. Final Acceptance of System.

Final System Acceptance will be completed no later than three (3) to four (4) weeks after the last scheduled batch of the approximately 215 meters is received.

After successful installation, County will issue a written notice of acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.

County will pay for final batch of meters after the full system test, including all software features and all software control of the meters, data downloads.

- C. Correction of Deficiencies Process. If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the work has been corrected, the County will issue a written notice of acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining work not in compliance. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the Contract after Contractor's second attempt to correct the work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

**Question**

Can the County provide an installation and acceptance period deadline, so that the vendor may expect to know when the acceptance phase for the meters would likely be completed?

**Answer**

Subsection 4.7 has been revised to provide a timeframe for completion of the acceptance phase.

3. **Delete** the second Paragraph of Subsection 4.11 **Product Return** in its entirety and **Replace** with the following:

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. **The county will not return more than five (5) meters as surplus.** Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than two (2) years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

4. **Add Subsection 4.18 Contract Administrative Fee**

**4.18 Contract Administrative Fee**

This contract is subject to an Administrative Fee (Fee), when used by other political subdivisions outside of King County's Departments, Divisions or Agencies. The Fee of ½ of 1% (.005) shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance with this contract. The Fee shall be paid by the contractor within six (6) weeks of the close of each quarter and remitted to King County Procurement and Contract Services Section and include a reference to this Contract Number. Submitted with the Fee shall be a quarterly sales report for the referenced contract. The Fee shall not be invoiced to any contract user as an item on a sales invoice or by any other means.

5. **Delete Subsection 5.4.A in its entirety and Replace with the following:**

- A. The Contractor shall be licensed, bonded and insured and is required to have extensive knowledge and expertise based on a minimum of eight (8) years of related experience in wastewater flow quantification. A responsible Bidder shall be a direct dealer authorized by the manufacturer or the manufacturer of the equipment offered. The open channel area-velocity flow meters including component sensors, cables, and installation and mounting system shall be produced by a manufacturer with a minimum of five (5) years experience manufacturing flow monitoring equipment.

**Question**

Can Subsection 5.4.A be altered so that companies that are not manufacturers can bid on this ITB?

**Answer**

Subsection 5.4.A specified that a responsible Bidder would be either a bona fide franchised dealer or manufacturer. The second sentence of 5.4.A has been modified to specify that a responsible Bidder is either a direct dealer who is authorized by the manufacturer or the manufacturer of the flow meter.

6. **Subsection 5.4.C.2**

**Delete "150 flow meters" and Replace with "72 flow meters."**

**Question**

Can the requirement for 150 meters in inventory be eliminated?

**Answer**

This procurement is being issued for a very important WTD project, and accordingly the county must be able to guarantee that the Contractor will have the capability to meet the delivery schedule provided in Subsection 6.2.B.1. The amount of meters required to be in inventory has been reduced from 150 to 72 flow meters which approximates the number required in the first two (2) week batches. Subsections 5.4.C.2.a and 5.4.C.2.b shall remain the same.

7. **Delete Subsection 5.5.G.2.c(1) in its entirety and Replace with the following:**

c. Velocity measurement

(1) Method

The velocity sensor shall utilize either the Doppler ultrasonic or Radar method of measurement. The velocity sensor shall not utilize the electromagnetic method of measurement **during open channel flow conditions when the pipe is below surcharge condition.**

**Question**

Can the Method of Velocity Measurement be modified so that velocity measurements can be made using electromagnetic technology only during surcharge conditions?

**Answer**

Added the language in Subsection 5.5.G.2.c(1) to allow for the use of electromagnetic technology during surcharge conditions, but not when the pipe is flowing below surcharge conditions.

8. **Delete Subsection 5.5.H.1.b in its entirety and Replace with the following:**

b. The flow meter shall have the capability to change the data acquisition rate to a faster rate when the flow gets higher than a user-defined (pre set) depth threshold. The data acquisition rate shall revert back to the normal (or initial) rate once the depth of flow drops below the pre-determined depth threshold. The flow meter shall change the data acquisition rate to a faster rate:

(1) Automatically without user intervention, and /or

(2) Remotely (from WTD offices) via a remote programming option.

**Question**

Our meters can be reprogrammed remotely to change sample rates, can this option be added to the specifications?

**Answer**

Added the language in Subsection 5.5.H.1.b allow for the option change the data acquisition rate automatically and /or via remote programming.

9. **Delete Subsection 5.5.J.3.a in its entirety and Replace with the following:**

3. Real Time Operation Mode

a. The flow meter shall support a real-time operational mode wherein the sensors are fired as fast as possible to refresh the analog outputs. Each real-time reading shall not take longer than **40** seconds (per sensor) from the time the command is given to the time the reading values are registered on the computer screen.

10. **Delete Subsection 5.12.D.1.b in its entirety and Replace with the following:**

b. The minimum Uptime is set at 95% **for raw "unedited" data** (i.e. the meters shall record and store at least 95% valid data for the test period) for each of the components – depth, velocity, and flow.

11. **Subsection 6.6.A Schedules 1A and 1B – Flow Meters**

Delete the 1<sup>st</sup> paragraph of 6.6.A in its entirety and **Replace** with the following:

The County anticipates the purchase of approximately 215 flow meters during the first contract term. The County may purchase additional replacement flow meters throughout the optional extension periods, years two through five. **The MSLP and/or Unit Price for the Open Channel Area-Velocity Flow Meter(s) in Schedule 1A and 1B incorporates all requirements specified in the ITB including, but not limited to:**

- 1) **Subsection 5.5 - the meter and required mounting brackets and hardware, cables and sensors**
  - A. one (1) ultrasonic depth sensor,
  - B. one (1) pressure depth sensor and
  - C. one (1) velocity sensor),
- 2) **Training per Subsection 5.7,**
- 3) **Catalogs and price lists required in Subsection 5.9, and**
- 4) **All submittal documents required in Subsection 5.11.**

Bidders shall bid on all line items in **Schedule 1A or 1B** to be considered responsive.

**Question**

Does the purchase price for “Open Channel Area-Velocity Flow Meter” include “the meter and associated hardware (1 x mounting ring or 1 x bracket) and sensors (1 x ultrasonic depth, 1 x pressure depth and 1 x velocity)?

**Answer**

Added the language in Subsection 6.6.A to clarify that the MSLP and/or Unit Price includes not only the actual meter, but also the cables, sensors, training and required documentation. Also refer to Subsection 5.5.A.4 which provides that “All standard equipment and components necessary for normal operation and that are normally supplied shall be furnished by the Contractor, even if not called out in the specifications.”

## Clarifications

### 1. Subsections 5.5.G.1 and 5.5.G.2

#### Question

Ultrasonic Depth Sensors have numerous issues which can be addressed by using digital pressure sensor. Would the county consider modifying the specifications to allow pricing of a system that utilizes a digital pressure sensor instead of using the ultrasonic depth sensor?

#### Response

The WTD has extensive practical experience with pressure and ultrasonic sensors and are aware of the limitations of both types of level (depth) measuring technologies. Both types of sensors have advantages and disadvantages under varying flow and site conditions which is why the specifications require redundancy by using two different technologies. Subsections 5.5.G.1 and 5.5.G.2 will not be modified to accommodate the use of digital pressure sensors as both the primary and redundant type of level (depth) measuring technology.

### 2. Subsection 5.5.G.2.c(3)

#### Question

Since negative flows only occur during surcharge can the specifications be changed to read "the meter must be capable of measuring surcharge velocity in a negative direction?"

#### Response

The language will not be modified for Subsection 5.5.G.2.c(3) as the county is not specifying the flow conditions under which reverse flow occurs (i.e. negative flow).

### 3. Subsection 5.5.J.2.a

#### Question

Subsection 5.5.J.2.a states 100% of all meters will have both wireless and land line modem installed in meters. Then the Subsection 5.5.J.2.b.(1) and (2) says 75% of the meters shall have a built in wireless modem and 25% of the meters will have a built in land line modem. This is a contradiction and appears to be a typo based upon the Pricing section at the end of the ITB. Please clarify.

#### Response

The or at the end of Subsection 5.5.J.2.a has been overlooked. The requirement as stated is to either provide:

1. **100%** of the initial estimated 215 flow meter purchase per the specifications in Subsection 5.5.J.2.a or
2. **75%** of the 215 of the initial estimated 215 flow meter purchase per the specifications in Subsection 5.5.J.2.b(1) and  
**25%** of the 215 of the initial estimated 215 flow meter purchase per the specifications in Subsection 5.5.J.2.b(2).

# INVITATION TO BID Addendum #2



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

ADDENDUM DATE: April 22, 2009

ITB Title: Flow Meters, Open Channel Area-Velocity, Parts and  
Maintenance Services

ITB Number: 1056-09-MZS

Revised Due Date/Time: **April 28, 2009 - 2:00 p.m.**

Buyer: Mary Schumacher, mary.schumacher@kingcounty.gov, 206-263-9305

Alternate Buyer: Paul Russell, paul.russell@kingcounty.gov, 206-263-9317

This addendum is issued to revise Invitation to Bid 1056-09-MZS, advertised April 9, 2009 as follows:

1. Change the bid opening date from April 23, 2009 at 2:00 p.m. to Tuesday, April 28, 2009, at 2:00 p.m.
2. **Delete Subsection 4.7.A in its entirety and Replace with the following:**

#### 4.7 Acceptance

Acceptance shall be based on conformance with the Contract.

##### A. Acceptance Criteria:

The following acceptance criteria apply to both preliminary and final acceptance:

1. All installation equipment is functioning properly and to specification (5.5.F).
2. All sensors (depth and velocity) are functioning properly and to specifications (5.5.G).
3. Data acquisition, storage, and display and reporting capabilities and features are functioning properly and to specification (5.5.H).
4. Power and communication capabilities and features are functioning properly and to specification (5.5.I. and 5.5.J).
5. All software capabilities and features are functioning properly and to specifications (5.5.K).

##### B. Preliminary Acceptance.

Preliminary Acceptance will be completed for each batch of approximately 34-36 meters no later than two (2) weeks after install. After successful installation of each batch, County will issue a written notice of acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines. The County will pay for the meters after preliminary acceptance of each batch is completed.

C. Final Acceptance of System.

1. Final System Acceptance will be completed no later than three (3) to four (4) weeks after the last scheduled batch of the approximately total 215 meter purchase is received.
2. After successful installation and completion of Acceptance Criteria in Subsection 4.7.A by the County performing a full system test on all 215 flow meters, the County will issue a written notice of final acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
3. The County will pay for the final batch of meters after the full system test, including testing all software features, software control of the meters and data downloads.

D. Correction of Deficiencies Process.

If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the work has been corrected, the County will issue a written notice of acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining work not in compliance. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the Contract after Contractor's second attempt to correct the work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

3. **Delete Subsection 5.5.J.1 and Subsection 5.5.K.1 in their entirety and Replace with the following:**

**Subsection 5.5.J.1**

1. **Communication Modes**

- a. The flow meter shall have an integrated communication method for communicating with the County's computers for the purposes of, but not limited to, activating flow meters (and associated sensors), data collection and equipment troubleshooting.
- b. **Flow meters using a wireless modem shall communicate directly with the County's provided PCs (desktops and laptops) via the software provided in accordance with Subsection 5.5.K. Wireless data generated at the meter and control of meter shall be directly collected and controlled by County PCs. The Contract prohibits the use of a server as a required conduit for the data or control of the meter.**
- c. **The Contractor shall set up and activate the wireless modems in the flow meters before County installation of the meters.**
- d. **The County will be responsible for paying monthly wires data transmission fees.**

**Subsection 5.5.K.1**

1. **Data Collection and Data Management Software**

- a. **Contractor shall supply all software required to complete the tasks in Subsection 5.5.K.1, 2 and 3.**

- b. **All software shall be compatible with MS Windows XP applications.**
- c. **Meters shall be delivered with all required and necessary firmware and/or software installed. The County will install all software on to County desktop and laptop computers.**

**Question**

In regards to communications and software requirements, CDMA modems server software is required to view wireless data. Is the County expecting to purchase software for viewing this data? Does the County want the contractor to install the software & provide server level training? Does the County want the contractor to provide hardware (i.e. computer server, etc)?

**Answer**

The Contract prohibits flow meters which require communication via a server. The software provided with the flow meters shall not require the County to purchase either a server or server software. The Contractor shall provide training in the use of the software provided with the flow meters, but no server training is required.

- 4. **Delete Subsection 6.6 Pricing in its entirety and Replace with the attached Subsection 6.6 Pricing - Revised**

**Question – 6.6.D – Schedule 4 – Warranty Options**

Is the quantity for extended warranties 250 or is that a typo? The number of 215 meters is used throughout the ITB as the amount of meters required.

**Answer**

The initial 215 flow meter purchase is for a specific project. The quantity listed under extended warranties of 250 meters attempted to take into consideration future purchases. The County has decided to revise the estimated quantity to reflect only the initial 215 flow meter purchase. The heading has been changed to read Est. Qty instead of quantity to more accurately reflect that the County may purchase additional flow meters throughout the Contract term.

**Question - Mounting and Installation Equipment and Hardware**

ITB 1056-09-MZS Addendum No. 1 issued April 17, 2009 – Question 11 regarding Subsection 6.6.A asked, “Does the purchase price for “Open Channel Area-Velocity Flow Meter” include “the meter and associated hardware (1 x mounting ring or 1 x bracket) and sensors (1 x ultrasonic depth, 1 x pressure depth and 1 x velocity)?” The first paragraph of Subsection 6.6.A Schedules 1A and 1B – Flow Meters was modified to specifically include the mounting brackets and hardware. Without knowledge of the number and size of each of the pipes the County intends to place meters in, it will be very difficult for a manufacturer to accurately calculate the total mounting hardware cost. The cost of an 8” mounting ring is significantly less than a series of interlocking mounting bands used to install a meter in a 72” pipe. Would it be possible to get a breakdown of the number and size of pipes?

## **Answer**

This Addendum #2 provides for pricing by Lot for all required equipment and hardware to mount the meters and sensors by pipe diameter size in addition to the price of the flow meters. The Bidder shall provide a description of all required mounting and installation equipment and hardware for each line item based on the specified pipe diameter. The Unit Price shall be based on the entire lot of required equipment and hardware for the specific pipe size. The estimated quantity is based on a preliminary survey which is subject to change based on WTD's needs.

## **Clarifications**

1. ITB 1056-09-MZS Addendum No. 1 issued April 17, 2009 - Clarification Item No. 1

### **Question**

A request was made prior to the issuance of Addendum No. 1 asking the County to evaluate the use of two (2) digital pressure sensors instead of the using redundant depth sensors as required in Subsections 5.5.G.1 and 5.5.G.2. Clarification Item No. 1 in Addendum No. 1 provided the answer that the specifications for Subsections 5.5.G.1 and 2 would not be modified to accommodate this request. Since the issuance of Addendum No. 1, an employee of the vendor has had a conversation with a King County WTD employee. The WTD employee allegedly advised the vendor that it would be okay to test the alternate system at one (1) of the pre-award testing sites. The vendor is asking for clarification as to whether the answer in Clarification Item No. 1 of Addendum No. 1 stands or if the County has changed it's position on this matter.

### **Response**

The response provided in Clarification Item No. 1 of Addendum No. 1 is unchanged. Any information modifying a solicitation shall be furnished to all Bidders only by an addendum. Subsection 1.7 Addenda provides that changes and revisions to delete, clarify, increase or otherwise modify the ITB will only be made via a formal written addendum issued by the County.

Additionally, Subsection 1.8 'Questions and Interpretation of the ITB' requires that all questions or requests for clarification/explanation shall be in writing and directed only to the Buyer. No oral interpretations of the ITB will be made to any Bidder. This means that any statements in regards to this ITB made orally or in writing, including email, are non-binding unless issued by the Buyer via a formal written addendum.

2. ITB 1056-09-MZS Addendum No. 1 issued April 17, 2009 - Item No. 8 – Subsection 5.5.H.1.b

### **Question**

Addendum 1 allowed for an "and/or" option to include remote programming from WTD offices as an acceptable solution to the changing the data acquisition rate in addition to the meter automatically changing the data acquisition rate. Does the County intend to manually call each of the 215 sites to reprogram each meter in the event of a major rain event? Can the manufacturer provide an estimate for the time which would be needed to accomplish this task?

### **Response**

The County appreciates the feed back on this issue. WTD does not anticipate changing the data collection rate on more than 10% of the sites at any one time. WTD has sufficient resources should changing the data collection rate be required for all 215 meters at the same time. Subsection 5.5.H.1.b remains unchanged. Bidders should not submit estimated time requirements for manually re-programming the meters.

6.6 Pricing - Revised

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. Estimated quantities are the County's anticipated requirements during the one (1) year contract period. Estimated quantities do not constitute a guarantee of work and are used for bid evaluation purposes only. To be considered responsive, Bidders shall bid on all schedules as directed below. The county anticipates awarding the entire Contract to a single Contractor.

A. Schedules 1A and 1B – Flow Meters

The County anticipates the purchase of approximately 215 flow meters during the first contract term. The County may purchase additional replacement flow meters throughout the Contract including optional extension periods, years two through five. The MSLP and/or Unit Price for the Open Channel Area-Velocity Flow Meter(s) in Schedule 1A and 1B incorporate all requirements specified in the ITB including, but not limited to:

1. Subsection 5.5 - the flow , cables and sensors
  - a. one (1) ultrasonic depth sensor,
  - b. one (1) pressure depth sensor and
  - c. one (1) velocity sensor),
2. Training per Subsection 5.7,
3. Catalogs and price lists required in Subsection 5.9, and
4. All submittal documents required in Subsection 5.11.

To ensure equivalence, the base price shall be the **current** Manufacturer's Suggested List Price (MSLP), if applicable. Using that as a basis, fill in the MSLP, the Discount Percentage (Disc %)—if any—offered, the Discount, the Unit Price and the Extended Total. The **Discount** is calculated by multiplying the MSLP times the Discount Percentage (if any). The **Unit Price** is calculated by subtracting the Discount from the MSLP. Extend the total by multiplying the Estimated Quantity times the Unit Price for each line item below. If no discount off is offered, enter 0% in the appropriate space. Bidders shall bid on all line items in **Schedule 1A or 1B** to be considered responsive.

Schedule 1A

Item No.	Est Qty	UOM	Description	MSLP	Disc %	Discount	Unit Price	Extended Total
<b>Flow Meter with built-in:</b> <ul style="list-style-type: none"> <li>• RS232 serial port for local on-site communication</li> <li>• Phone land-line modem</li> <li>• Wireless modem that use CDMA or GSM/GPRS cellular communication protocols for remote communication modes</li> </ul>								
<b>Manufacturer/Brand Offered</b> _____ <b>Model No.</b> _____								
1.	<b>1st Year Purchase</b>							
	215	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$

Item No.	Est Qty	UOM	Description	MSLP	Disc %	Discount	Unit Price	Extended Total
2.	2 <sup>nd</sup> – 5 <sup>th</sup> Year Purchases							
	11	EA	Open Channel Area-Velocity Flow Meter	\$	%	\$	\$	\$
<b>Schedule 1A Total</b>								\$

OR

**Schedule 1B**

Item No.	Est Qty	UOM	Description	MSLP	Disc %	Discount	Unit Price	Extended Total
<b>Flow Meter with built-in:</b> <ul style="list-style-type: none"> <li>• RS232 serial port for local on-site communication</li> <li>• wireless modem that uses CDMA or GSM/GPRS cellular communication protocols for remote communication modes</li> </ul> <b>Manufacturer/Brand Offered</b> <u>ADS FlowShark</u> <b>Model No.</b> <u>5000-AG</u>								
1.	1 <sup>st</sup> Year Purchase							
	161	EA	Open Channel Area-Velocity Flow Meter	\$ 7,951.38	30 %	\$ 2,385.41	\$ 5,565.97	\$ 896,120.53
2.	2 <sup>nd</sup> – 5 <sup>th</sup> Year Purchases							
	8	EA	Open Channel Area-Velocity Flow Meter	\$ 7,951.38	30 %	\$ 2,385.41	\$ 5,565.97	\$ 44,527.73
<b>Flow Meter with built-in:</b> <ul style="list-style-type: none"> <li>• RS232 serial port for local on-site communication</li> <li>• land-line phone modem for remote communication modes</li> </ul> <b>Manufacturer/Brand Offered</b> <u>ADS FlowShark</u> <b>Model No.</b> <u>5000-AL</u>								
3.	1 <sup>st</sup> Year Purchase							
	54	EA	Open Channel Area-Velocity Flow Meter	\$ 8,406.89	30 %	\$ 2,522.07	\$ 5,884.82	\$ 317,780.44
4.	2 <sup>nd</sup> – 5 <sup>th</sup> Year Purchases							
	3	EA	Open Channel Area-Velocity Flow Meter	\$ 8,406.89	30 %	\$ 2,522.07	\$ 5,884.82	\$ 17,654.47
<b>Schedule 1B Total</b>								\$1,276,083.17

**B. Schedule 2 – Maintenance Service**

For bid evaluation purposes Bidders shall assume the following estimated labor hours per year for repair service. Travel time and mileage costs shall be included in the per hour rates and are not otherwise reimbursable. Labor hours will be billed in half hour increments. To be considered responsive, Bidders shall bid on all line items in Schedule 2.

Item #	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	100	HR	Repair Services during normal working hours (7:00 a.m. – 5:00 p.m. Monday - Friday)	\$ 103.30	\$ 10,330.00
2.	20	HR	Overtime Services (after 5:01 p.m. – 6:59 a.m. Monday – Friday and all day Sunday & Saturday)	\$ 154.95	\$ 3,099.00
<b>Schedule 2 Total</b>					<b>\$ 13,429.00</b>

**C. Schedule 3 – Replacement Parts**

For bid evaluation purposes Bidders shall assume the following Estimated Annual Usage per year for replacement parts. Bidders shall state below the Discount Percent (if any) from the Manufacturer's Suggested List Price (MSLP), if applicable, offered on Replacement Parts. The **Discount** is calculated by multiplying the Estimated Annual Usage quantity times the Discount Percentage (if any). If no discount off is offered, enter 0% in the appropriate space. To calculate the **Extended Total**, subtract the Discount from the Estimated Annual Usage. To be considered responsive, Bidders shall bid on all line items in Schedule 3.

Item #	Est. Annual Usage	Description	% Discount from MSLP	Discount	Extended Total
1.	\$ 100,000.00	Replacement Parts	% 0	\$ 0	\$ 100,000.00
<b>Schedule 3 Total</b>					<b>\$ 100,000.00</b>

D. Schedule 4 – Warranty Options

The Estimated Quantity reflects the initial purchase of 215 flow meters only and is subject to change. The County may decide to purchase one of the warranty options for any additional flow meter purchases above the initial 215 purchase. To be considered responsive, Bidders shall bid on all line items in Schedule 4.

EA = Single meter and associated hardware and sensors, other than mounting and installation equipment and hardware.

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
1	Extended two (2) year warranty				
	215	EA	Meter and associated hardware and sensors	\$ 745.90	\$160,368.50
2	Extended three (3) year warranty				
	215	EA	Meter and associated hardware and sensors	\$1,491.80	\$320,737.00
3	Extended four (4) year warranty				
	215	EA	Meter and associated hardware and sensors	\$2,237.69	\$481,103.35
4	Extended five (5) year warranty				
	215	EA	Meter and associated hardware and sensors	\$2,983.59	\$641,471.85
<b>Schedule 4 Total</b>					<b>\$641,471.85</b>

E. Schedule 5 - Mounting and Installation Equipment and Hardware

Bidders shall list in the space provided the required equipment for mounting and installing the flow meters and sensors based on the diameter of the pipe the meter and sensors are to be mounted. The Unit price shall be for the entire Lot of Mounting and Installation Equipment and Hardware required for the specific pipe size. The Estimated Quantity is for bid evaluation purposes only and may change at time of order placement. To be considered responsive, Bidders shall bid on all line items in Schedule 5.

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
1.	23	Lot	8" diameter pipe Required Equipment (Description & Part #): <u>Stainless Steel Mounting Ring, 7-8.3" PN I25-0082</u>	\$ 187.67	\$ 4,316.41
2.	12	Lot	10" diameter pipe Required Equipment (Description & Part #): <u>Stainless Steel Mounting Ring, 9-10.3" PN I25-0083</u>	\$196.84	\$ 2,362.08

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
3.	23	Lot	12" diameter pipe Required Equipment (Description & Part #): <u>Stainless</u> <u>Steel Mounting Ring, 11-12.3" PN I25-0084</u>	\$ 203.72	\$ 4,685.56
4.	25	Lot	14" to 16" diameter pipe Required Equipment (Description & Part #): <u>Stainless</u> <u>Steel Mounting Rings, 12.5-16.75" PN's I25-0085, I25-0086, I25-0087</u>	\$ 210.61	\$ 5,265.25
5.	33	Lot	18" to 20" diameter pipe Required Equipment (Description & Part #): <u>Stainless</u> <u>Steel Mounting Ring, 16.75-20.75", PN's I25-0088, I25-0089</u>	\$ 217.48	\$ 7,176.84
6.	36	Lot	21" to 24" diameter pipe Required Equipment (Description & Part #): <u>Stainless</u> <u>Steel Mounting Ring, 20.5-28.75" PN's I25-0090, I25-0091</u>	\$ 232.39	\$ 8,366.04
7.	14	Lot	27" to 32" diameter pipe Required Equipment (Description & Part #): <u>Stainless</u> <u>Steel Mounting Ring, 22.5-36.75" PN's I25.0091, I25-0092</u>	\$ 247.30	\$ 3,462.20
8.	15	Lot	34" to 36" diameter pipe Required Equipment (Description & Part #): <u>Stainless</u> <u>Steel Mounting Ring, 28.5-36.75", PN I25-0092</u>	\$ 256.47	\$ 3,847.05
9.	10	Lot	42" diameter pipe Required Equipment (Description & Part #): <u>Stainless</u> <u>Steel Mounting Ring, 36.5-48.75" PN I25-0093</u>	\$ 272.52	\$ 2,725.20
10.	9	Lot	48" to 54" diameter pipe Required Equipment (Description & Part #): <u>Mounting</u> <u>Band for Special Installations, Stainless Steel, 8'</u>	\$ 154.99	\$ 1,394.91
11.	8	Lot	60" to 72" diameter pipe Required Equipment (Description & Part #): <u>Mounting</u> <u>Band for Special Installations, Stainless Steel, 8'</u>	\$ 154.99	\$ 1,239.92
12.	5	Lot	84" to 96" diameter pipe Required Equipment (Description & Part #): <u>Mounting</u> <u>Band for Special Installations, Stainless Steel, 8'</u>	\$ 154.99	\$ 774.95

Item No.	Est. Qty	UOM	Description	Unit Price	Extended Price
13.	2	Lot	108" to 120" diameter pipe Required Equipment (Description & Part #): <u>Mounting</u> <u>Band for Special Installations, Stainless Steel, 8'</u>	\$ 154.99	\$ 309.98
<b>Schedule 5 Total</b>					<b>\$ 45,926.39</b>

Schedule 1 Total \$ 1,276,083.17

Schedule 2 Total \$ 13,429.00

Schedule 3 Total \$ 100,000.00

Schedule 4 Total \$ 641,471.85

Schedule 5 Total \$ 45,926.39

**Total Bid Price ( Schedules 1 + 2 +3 +4 + 5) \$ 2,076,910.41**  
(also enter on cover page)