King County

Finance and
Business Operations Division
Procurement and Contract Services Section
Department of Executive Services
CNK-ES-0340
401 Fifth Avenue, 3rd Floor
Seattle, WA 98104-1818
(206) 263-9400

# PURCHASE ORDER

NO. B19149B

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

| PURCHASE ORDER DATE | DELIVERY DATE | BID NUMBER | REQUISITION NUMBER |
|---|---|---|---|
| 04/13/07 | | 13219AC | U41584U |

**VENDOR NAME AND ADDRESS** — VENDOR NO. 86763

MCLOUGHLIN & EARDLEY/SIRENNET.COM
PO BOX 91129

PORTLAND OR 97291

**BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED**

MARIAN HONEYSUCKLE

K.C. DEPT. OF TRANSPORTATION, ER&R
155 MONROE AVE N.E., MS: RSD-TR-0155
RENTON WA 98056

| CONTACT / TEL. NO. | TERMS | F.O.B. POINT | SHIP VIA |
|---|---|---|---|
| STUART MCLOUGHLIN 800/959-3114 | NET 30 DAYS | DESTINATION | |

| ITEM | QUANTITY | UNIT | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | TERM PURCHASE AGREEMENT<br><br>WARNING LIGHTS, EMERGENCY<br><br>REPAIR PARTS AND SUPPLIES<br><br>TERMS:<br>CHANGE ORDER #1 (03/13/08)<br>*<br>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT TO FURNISH EMERGENCY LIGHTS, RELATED SUPPLIES AND REPAIR PARTS AS REQUESTED BY AUTHORIZED KING COUNTY DOT/ER&R PERSONNEL, DURING THE PERIOD APRIL 13, 2008 THROUGH APRIL 12, 2009, IN ACCORDANCE WITH KING COUNTY ITB NUMBER IT13219-AXC AND THE RESPONDING BID OF MCLOUGHLIN & EARDLEY, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.<br>*<br>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.<br>*<br>ESTIMATED ANNUAL CONTRACT VALUE NTE $125,000.00. | | |

| LINE | P.O. NO. & SUFFIX | ARMS CODING BLOCK: ORG. UNIT | ACCOUNT | TASK | OPTION | PROJECT OR WORK AUTH. | AMOUNT |
|---|---|---|---|---|---|---|---|
| | B19149B | 00000557C | 04165 | | | | |
| | B19149C | 00000558C | 04165 | | | | |

| | |
|---|---|
| SUB TOTAL | |
| W.S.S.T | |
| FREIGHT | |
| TOTAL | |

| P.I.R. | AFF | A.A.W. | M.W.B.W. |
|---|---|---|---|
| 0408 | 0309 | | |

BUC 010-1-H1 (Rev 7/00)

BUYER Denise Williams ~~ALLEN CAMARA~~

BY Denise Williams

NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.

PURCHASING MANAGER D. R. LEACH

BY

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

VENDOR

King County

**Finance and Business Operations Division**
**Procurement and Contract Services Section**
Exchange Building, 8th Floor, EXC-FI-0862
821 Second Avenue,
Seattle, WA 98104-1598
(206) 684-1681

# PURCHASE ORDER

NO. B19149B

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

| PURCHASE ORDER DATE | DELIVERY DATE | BID NUMBER | REQUISITION NUMBER |
|---|---|---|---|
| 04/13/07 | | 13219AC | U41584U |

**VENDOR NAME AND ADDRESS** — VENDOR NO. 86763

MCLOUGHLIN & EARDLEY
PO BOX 91129

PORTLAND OR 97291

**BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED**

MARIAN HONEYSUCKLE

K.C. DEPT. OF TRANSPORTATION, ER&R
155 MONROE AVE N.E., MS: RSD-TR-0155
RENTON WA 98056

| CONTACT | TERMS | F.O.B. POINT | SHIP VIA |
|---|---|---|---|
| STUART MCLOUGHLIN<br>TEL. NO. 800/959-3114 | NET 30 DAYS | DESTINATION | |

| ITEM | QUANTITY | UNITS | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | TERM PURCHASE AGREEMENT<br><br>WARNING LIGHTS, EMERGENCY<br><br>REPAIR PARTS AND SUPPLIES<br><br>TERMS:<br>FURNISH EMERGENCY LIGHTS, RELATED SUPPLIES AND REPAIR PARTS AS REQUESTED BY AUTHORIZED KING COUNTY DOT/ER&R PERSONNEL, DURING THE PERIOD APRIL 13, 2007 THROUGH APRIL 12, 2008, IN ACCORDANCE WITH KING COUNTY ITB NUMBER IT13219-AXC AND THE RESPONDING BID OF MCLOUGHLIN & EARDLEY, BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.<br>*<br>ESTIMATED ANNUAL CONTRACT VALUE NTE $125,000.00 | | |

| LINE | P.O. NO. & SUFFIX | ARMS CODING BLOCK: ORG. UNIT | ACCOUNT | TASK | OPTION | PROJECT OR WORK AUTH. | AMOUNT |
|---|---|---|---|---|---|---|---|
| | B19149B | 000005570 | 04165 | | | | |
| | B19149C | 000005580 | 04165 | | | | |

| | |
|---|---|
| SUB TOTAL | |
| W.S.S.T. | |
| FREIGHT | |
| TOTAL | |

| P.I.R. | AFF | A.A.W. | M.W.B.W. |
|---|---|---|---|
| 0408 | 0309 | | |

BUC 010-1-H1 (Rev 7/00)

BUYER ALLEN CANTARA
BY Allen Cantara

NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL

PURCHASING MANAGER D. R. LEACH
BY K. Leach

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

VENDOR

# Invitation to Bid

King County

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

**ADVERTISED DATE:** February 1, 2007

Invitation to Bid (ITB) Title: Emergency Warning Lights, Related Supplies and Repair Parts

ITB Number: IT13219-AXC

Due Date: February 15, 2007 - 2:00 p.m.

Buyer: Allen Cantara, allen.cantara@metrokc.gov, 206-263-5246

**Term Supply Requirement**

Furnish Emergency Warning Lights, Related Supplies and Repair Parts as requested by King County DOT as requested by King County Department of Transportation, ER&R personnel in accordance with the attached instructions, requirements and specifications.

**TOTAL BID PRICE:** $ 71228-62

**NO PRE-BID CONFERENCE**

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

KING COUNTY PROCUREMENT SERVICES
FEB 20 2007
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

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

We acknowledge that **Addenda numbered** 1 **to** 30 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 | | |
|---|---|---|
| McLaughlin & Eardley Corp | | |
| Address: Po Box 91129 | | City/State /Postal Code: Portland Oregon 97291 |
| Signature | Print name and title: Stuart J. McLaughlin | |
| Email: Stuart@mclscorp.com | Phone: 8009593114 | Fax: 800 959 3112 |
| SEDB/DBE Certification Number | | |

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

## SECTION 1 Instruction To Bidders

### 1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

### 1.2 Bid Submittal Procedure

The **original and (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

### 1.3 King County Internet Web Site

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

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

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

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

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

### 1.4 Alterations to Document

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

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

### 1.5 Late Bids

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

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

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

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

### 1.7 Addenda

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

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

### 1.8 Questions and Interpretation of the ITB

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

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

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

### 1.9 Examination of Bid Documents

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

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

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

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

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

### 1.11 Bid Withdrawal After Public Opening

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

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

### 1.12 Cost of Bid and Samples

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

### 1.13 Collusion

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

### 1.14 Bid effective Date

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

### 1.15 Bid Price and Tax

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

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

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an

appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

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

### 1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures: http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: http://www.metrokc.gov/procurement/faq/supplier.aspx.

## SECTION 2 Bid Evaluation and Contract Award

### 2.1 Evaluation of Bids

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

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

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

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

### 2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

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

### 2.3 Financial Resources and Auditing

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

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

## 2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

## 2.5 Substitutions

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

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

Other brands shall be interchangeable with the brands listed without modification.

## 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 *

*If not on file with the County

## 2.7 Rejection of Bids

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

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

## 2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

## 2.9 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract award decision has been made bids shall be available for inspection and copying by the public.

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

## 2.10 Contract Award

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

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

## SECTION 3 Standard Contractual Terms and Conditions

### 3.1 Administration

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

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

### 3.2 Contract Amendments

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

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

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

### 3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, name of the person who placed the order, their phone number, their order number, the unit price, sales tax and other pre-approved charges, if any ,and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

Each County Department and/or agency shall be assigned a unique customer number to ensure billing address accuracy and to be used in identifying each sale.

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.

Contractor shall ensure that their staff be responsive to County questions or concerns on invoicing discrepancies. Any invoices in dispute shall not be subject to late fees.

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 ($10^{th}$) Day following receipt by the Buyer and Project Manager.

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

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

### 3.14 Maintenance of Records/Audits

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

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

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

### 3.15 Other Public Agency Orders

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

### 3.16 Environmental Purchasing Policy

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

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

### 3.17 Industrial and Hazardous Waste

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

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

### 3.18 Patents and Royalties

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

### 3.19 Supported Employment Program

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

### 3.20 Nondiscrimination and Equal Employment Program

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

### 3.21 Equal Benefits To Employees With Domestic Partners

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

### 3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### 3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

## SECTION 4 Specific Contractual Terms & Conditions

### 4.1 Contract Value

The estimated annual value of this contract is approximately **$125,000.** King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### 4.2 Contract Term

The initial term of this Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

### 4.3 Price Revisions

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

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

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

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

### 4.4 Shipping Charges

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

### 4.5 Packing Slips

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

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

### 4.6 Use Report

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

### 4.7 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract. 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's/ manufacturer's standard warranty if more beneficial to the County.

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

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

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

### 4.8 Warranty Remedies

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

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

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

serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect. Contractor is responsible for picking-up defective items or arranging for a Call tag to ensure freight is charged to Contractor on defective returns.

### 4.9 Product Return

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

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

The Contractor shall, at the County's option, i) issue a credit within five (5) business days of receiving an item, for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County; ii) Item replacement: Contractor shall provide the replacement item within the time established in the "Delivery" portion of the Invitation to Bid, or iii) Reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days.

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

### 4.10 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

### 4.11 Prohibition on Asbestos-Containing Products

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

## SECTION 5 Technical Specifications

### 5.1 Introduction of Specifications

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining Emergency Lights, related supplies and repair parts. The specifications are not intended to limit competition, but to ensure that only quality products are received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

A. Parts supplied to King County shall be rated as Commercial and/or Industrial Grade. Contractors need to bid their nationally known, first line, premium quality products.

B. All parts shall meet or exceed the original equipment manufacturer's (OEM) specifications.

### 5.2 General

A. This bid is for items necessary to complete in-progress repairs, where time is the crucial element. The majority of vehicles that use these parts are Police and Road Services vehicles; therefore it is imperative that these items be obtained as rapidly as possible.

B. During the term of this contract, the prices charged to the County shall not exceed the prices charged by the Contractor to any other customer purchasing the product in like or similar quantities and under similar terms and conditions. Should the Contractor enter into a pricing agreement with another customer providing greater benefits or lower pricing, the Contractor shall immediately amend the County contract to provide similar pricing to the County provided the contract with other customers offer similar usage quantities and similar conditions impacting pricing.

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

### 5.3 Contractor Qualifications

Contractor shall be currently supplying the items defined in this bid and be a wholesale stocking distributor, or manufacturer of the products listed with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award.

### 5.4 Telephone Contact (Toll Free)

The Contractor shall provide a contact name and a direct telephone number. If the Contractor is located out of King County's local calling area, a toll free telephone number shall be provided and maintained throughout the contract term. Under no circumstances shall County staff be kept on hold longer than three (3) minutes. Electronic voice mail is not acceptable as an answering service.

### 5.5 Products Containing Hazardous Chemicals

NO products shall contain any known or suspected carcinogen unless the County and the Contractor mutually agree that no practicable alternative exists.

### 5.6 Catalogs and Price Lists

Upon request the Contractor shall furnish all necessary catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost. Contractor shall have a maximum of two weeks after request to supply the price list specified. Price lists can be in hard copy, disk or electronic format.

## 5.7 Offers of Gifts or Gratuities to County Employees

Pursuant to King County Code Chapter 3.04, the Employee Code of Ethics, a County employee is prohibited from soliciting or accepting gifts or things of value from anyone who does business with, or seeks to do business with, that employee's agency. Gifts and things of value may include meals and refreshments, transportation, discounts, tickets and promotional items from vendors, consultants or contractors. County employees are required to decline such offers. Contractors are requested to refrain from making any offers or sending items that are, or may be construed as, in violation of the Employee Code of Ethics.

## 5.8 Customer Satisfaction Guarantee

Contractor agrees that all products purchased under this contract be covered by a 100% customer satisfaction guarantee. All parts or products not meeting the form, fit, and/or function requirements for the legal purposes of the purchaser will be returned and a full refund given, including return shipping charges.

## 5.9 Quality Control

Contractor shall maintain company-wide quality control assurance and improvement program. Contractor shall provide proof of their quality control or initiative program upon request.

## 5.10 Samples

If requested, samples shall be provided at no charge to King County. The Bidder shall have **one week**, after request, to provide samples. Failure to provide samples when requested shall eliminate Bidder from consideration. King County shall be the sole judge in determining sample quality. The samples shall be returned upon request and at Bidder's expense.

## 5.11 Service Expectation

The Contractor shall be required to maintain sufficient stock to ensure prompt receipt of the items ordered. The contract involves products which are necessary to perform critical King County services. Any delay in order receipt could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

Contractor's employees shall be knowledgeable in the products listed. The Contractor shall assist purchasers in making cost effective purchases. Assistance includes but is not limited to suggesting new products and/or methods, economic order quantities and less costly substitutes of equal quality.

The Contractor shall be currently operating out of a commercial facility which is open and accessible to County personnel, without prior notice, during normal* business hours. *(The facility shall be open a minimum of eight (8) consecutive hours, anytime between 7:00AM and 6:00PM.)

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

## SECTION 6 Bid Response

### 6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. King County may award multiple contracts if determine to be in its best interest.

### 6.2 Contractor Information

Street Address of Contractor's Facility:

MCLECORP.COM 7805 SW DURHAM RD

TIGARD OREGON 97224

**Hours of operation:**

8:00 a.m. to 4:30 p.m. **Days:** MON to FRI

Name of contact person: STUART MCLAUGHLIN

Local/Toll Free telephone number 800 959 3114

### 6.3 Delivery

For **Stock Items Listed** in this bid, delivery is required within **two (2)** business days after receipt of order.

**Delivery Guaranteed within** 2 **days**

For **related Items Not Listed** in this bid, delivery is required within **four (4)** business days after receipt of order. There shall be no additional cost for shipping charged to King County.

**Delivery Guaranteed within** 4-30 **days**

Bid prices shall include delivery or shipping (F.O.B. Destination) to the addresses stated below:

King County Department of Transportation
Fleet Administration Stores
Building "G"
155 Monroe Ave. N.E.
Renton, WA 98056

King County Department of Transportation
Motor Pool Maintenance Facility
707 S Orcas Street
Seattle, WA 98108

AND/OR various King County Job Sites as instructed.

A. Deliveries to Fleet Stores in Renton, Washington shall be made during the standard delivery hours, 8:00 A.M. to 6:00 P.M., Monday through Friday, unless otherwise instructed.

B. Please state discount offered, if any, when order is picked up at the Contractor facility.

Ø **% Pickup Discount Offered**

## 6.4 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** Ø **%** - _____ **Days, Net** 30

## 6.5 References

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

| | |
|---|---|
| Company Name: City of SEATTLE | Company Name: City of Portland |
| Company Address: 805 S CHARLES ST | Company Address: 1511 SW 2nd AVE |
| Company Phone: 206 386 1161 | Company Phone: JAMES M. SHANDLER |
| Contact Person: CURTIS KO | Contact Person: 503823 4730 |
| Dates: 1992 – | Dates: 1991 – |

| | |
|---|---|
| Company Name: King County WA | Company Name: City of Kent |
| Company Address: 155 MONROE AVE NE | Company Address: 5821 S 240TH |
| Company Phone: CHERYL L GERSEMA | Company Phone: 253 856 5683 |
| Contact Person: 206 296 8166 | Contact Person: BRYAN BOND |
| Dates: 1992 – | Dates: 1992 – |

## 6.6 Pricing

In the event of a discrepancy between the unit price and the extended total, the unit price will prevail. In the event of a discrepancy between the list price, % discount, and unit price; the list price and % discount will prevail.

Provide pricing for the following items based on the estimated annual usage quantities. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated. To ensure equivalence, the base price for this bid shall be the current Manufacturer's Suggested List Price (MSLP). Using that as a basis, fill in the MSLP, the Discount Percentage (if any) you are offering and the Unit Price. Extend the total by multiplying the Estimated Annual Usage quantity times the Unit Price for each of the products listed. The following is a representative list of the items to be purchased. Other sizes and types of these products may also be purchased under this contract. The discount percentage offered for the items listed shall be consistent for all related items purchased under this contract. **(If no discount from list price is offered, enter 0% in the appropriate space.)**

| Item # | Est. Annual Use | Part# | Description | MSLP | % Disc. | Unit Price | Extended Total |
|---|---|---|---|---|---|---|---|
| 7 | 30 ea | Whelen 50A03ZCR | Lamp, 500 Series Tir6 Sync, Amber/Clear | $ ea 139.00 | 43 % | $ ea 79.23 | $ 2376.90 |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | | | | |
| 8 | 20 ea | Whelen 50B03ZCR | Lamp, 500 Series Tir6 Sync, Blue/Clear | $ ea 139.00 | 43 % | $ ea 79.23 | $ 1584.60 |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | | | | |
| 9 | 30 ea | Whelen 50R03ZCR | Lamp, 500 Series Tir6 Sync, Red/Clear | $ ea 139.00 | 43 % | $ ea 79.23 | $ 2376.90 |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | | | | |
| 10 | 5 ea | Whelen 60R00FRR | Lamp, Led, 600 Series, Red | $ ea 159.00 | 43 % | $ ea 90.63 | $ 453.15 |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | | | | |
| 11 | 10 ea | Whelen 70R00FRR | Lamp, Led, 700 Series, Red | $ ea 149.00 | 43% | $ ea 84.93 | $ 849.30 |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | | | | |
| 12 | 1 ea | Whelen DKPLJ | Lamp, Led, Dash-King 2000, Red/Blue | $ ea Ø | Ø % | $ ea Ø | $ Ø |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | NOT MADE ANY MORE. | | | |
| 13 | 15 ea | Whelen 9UTUBE | Lamp, Linear Reflector, 9mm Edge | $ ea 63.00 | 40% | $ ea 37.80 | $ 567.00 |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | | | | |
| 14 | 10 ea | Whelen STOPSN12 | Lamp Stop Turn Freightliner 1998 | $ ea 12.00 | 40% | $ ea 7.20 | $ 72.00 |
| State Brand/Part # Offered: | | | Whelen AS ABOVE | | | | |

The discount percentage offered below shall remain constant for the term of this contract; however the County recognizes there may be price changes (increases and decreases) to the MSLP from the manufacturer. In the event of a price change the Contractor shall provide the current MSLP price list for the products specified, if requested. Under no circumstance may the MSLP discount percentage rate change.

**Price List**

| Item # | Est. Annual Use | Part# | Description | MSLP | % Disc. | Unit Price | Extended Total |
|---|---|---|---|---|---|---|---|
| 1 | 60 ea | Whelen UHF2150A | Flasher Wig Wag Headlight 2000 Cv | $ 58.00 ea | 43% | $ 33.06 ea | $ 1983.60 |
| State Brand/Part # Offered: Whelen | | | | | | | |
| 2 | 10 ea | Whelen H50SN12 | Lamp 50w Snap-In | $ 12.00 ea | 40% | $ 7.20 ea | $ 72.00 |
| State Brand/Part # Offered: Whelen | | | | | | | |
| 3 | 30 ea | Whelen CR212AM | Lamp Amber 12V Magnetic Revolving | $ 80.00 ea | 43% | $ 45.60 ea | $ 1368.00 |
| State Brand/Part # Offered: Whelen | | | | | | | |
| 4 | 25 ea | Whelen 800D | Lamp Amber 12V Strobe Permanent Base | $ 225.00 ea | 43% | $ 128.25 ea | $ 3206.25 |
| State Brand/Part # Offered: Whelen | | | | | | | |
| 5 | 10 ea | Whelen 80TUBE | Lamp Flash Tube 800 Prem Base Lamp | $ 53.00 ea | 40% | $ 31.80 ea | $ 318.00 |
| State Brand/Part # Offered: Whelen | | | | | | | |
| 6 | 20 ea | Whelen 4ELTUBE | Lamp, Linear 400 Strobe | $ 63.00 ea | 40% | $ 37.80 ea | $ 756.00 |
| State Brand/Part # Offered: Whelen | | | | | | | |

| Item # | Est. Annual Use | Part# | Description | MSLP | % Disc. | Unit Price | Extended Total |
|---|---|---|---|---|---|---|---|
| 15 | 115 ea | Whelen HA239C | Lamp Strobe Hideaway Corner | $ 57.00 ea | 43 % | $ 32.49 ea | $ 3736.35 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |
| 16 | 50 ea | Whelen WHCSP660 | Lamp Strobe Power Pack 6 Outlet | $ 180.00 ea | 43 % | $ 102.60 ea | $ 5130.00 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |
| 17 | 35 ea | Whelen FLLEDRB | Lamp Visor, Dual Led Flatlighter | $ 316.00 ea | 43 % | $ 180.12 ea | $ 6304.20 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |
| 18 | 3 ea | Whelen 9M282SP1 | Light Bar 9M, 8 Strobe, 55" | $ 1877.00 ea | 43% | $ 877.80 ea | $ 2633.40 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |
| 19 | 4 ea | Whelen SX8AAAA | Light Bar 50" Economy Liberty | $ 1447.00 ea | 43% | $ 824.79 ea | $ 3299.16 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |
| 20 | 3 ea | Whelen C4002000 | Light Bar 52" Centurion A/A/A | $ 719.00 ea | 43% | $ 409.83 ea | $ 1229.49 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |
| 21 | 10 ea | Whelen IO2UF8 | Light Bar, Inner Edge, Red/Blue, With Mount | $ 1099.00 ea | 43% | $ 626.43 ea | $ 6264.30 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |
| 22 | 3 ea | ABLE 2 AB11-1200-A00 | Light Bar, Mini, Low Profile, Amber | $ 282.86 ea | 30% | $ 217.59 ea | $ 652.77 |
| State Brand/Part # Offered: | | Whelen VS ABOVE | | | | | |

| Item # | Est. Annual Use | Part# | Description | MSLP | % Disc. | Unit Price | Extended Total |
|---|---|---|---|---|---|---|---|
| 23 | 15 ea | Federal Signal WHTAM83RB | Light Bar Traffic Advisor, Led Red/Blue | $ ea 735.00 | 43 % | $ ea 418.95 | $ 6284.25 |
| State Brand/Part # Offered: Whelen AS ABOVE | | | | | | | |
| 24 | 35 ea | Valley Freightliner 452112-02 | Light Bar, Turbo Flash 2000, Amber | $ ea 161.50 | 20 % | $ ea 129.20 | $ 4522.00 |
| State Brand/Part # Offered: SAME AS ABOVE | | | | | | | |
| 25 | 80 ea | Whelen 5TSMAB | Light Mount Kit, Surface 500 Series | $ ea 8.50 | 40% | $ ea 5.10 | $ 408.00 |
| State Brand/Part # Offered: Whelen AS ABOVE | | | | | | | |
| 26 | 10 ea | Whelen SLPMMRB | Light Slimlighter Led "M" Red/Blue | $ ea 336.00 | 43% | $ ea 191.52 | $ 1915.20 |
| State Brand/Part # Offered: Whelen AS ABOVE | | | | | | | |
| 27 | 4 ea | Whelen SLH2CC | Rear Work Light | $ ea 140.00 | 40 % | $ ea 84.00 | $ 336.00 |
| State Brand/Part # Offered: Whelen AS ABOVE | | | | | | | |
| 28 | 40 ea | Whelen CS220 | Strobe Power Supply, 2 Outlet | $ ea 106.00 | 43% | $ ea 60.42 | $ 2416.80 |
| State Brand/Part # Offered: Whelen AS ABOVE | | | | | | | |
| 29 | 15 ea | Whelen (Formerly SPS660) CSP660 | Strobe Power Supply, 6 Outlet | $ ea 180.00 | 43 % | $ ea 102.60 | $ 1539.00 |
| State Brand/Part # Offered: Whelen AS ABOVE | | | | | | | |

| Item # | Est. Annual Use | Part# | Description | MSLP | % Disc. | Unit Price | Extended Total |
|---|---|---|---|---|---|---|---|
| 30 | 60 ea | Whelen 1Switch | Switch Toggle W/Light & Bracket | $ 45.00 ea | 40% | $ 27.00 ea | $ 1620.00 |
| State Brand/Part # Offered: | | Whelen vs ABSOLS | | | | | |
| 31 | 30 ea | Whelen 2 Switch | Switch Toggle W/Light & Bracket Double | $ 85.00 ea | 40% | $ 51.00 ea | $ 1530.00 |
| State Brand/Part # Offered: | | Whelen vs ABSOLS | | | | | |
| 32 | 20 ea | Havis-Shields CD-QS-1 | Spotlight, Roof Mounted, Questar | $ 349.00 ea | 20% | $ 271.20 ea | $ 5424.00 |
| State Brand/Part # Offered: | | Havis Shields vs ABSOLS | | | | | |
| | | | | | | BID TOTAL | $ 71228.62 |