



# REPORT TO COUNCIL

## City of Sacramento

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915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

Consent  
June 5, 2008

**Honorable Mayor and  
Members of the City Council**

**Title:** Cooperative Purchasing of Pharmaceutical Supplies

**Location/Council District:** Citywide

**Recommendation:** Adopt a **Resolution** to 1) approve the use of the cooperative purchase contract between King County, Washington and Bound Tree Medical for the purchase of pharmaceutical supplies from Bound Tree Medical; and 2) authorize the City Manager to execute purchases of pharmaceuticals from Bound Tree Medical, 5200 Rings Road, Suite A, Dublin, OH, 43017, in an amount up to \$90,000 per year for three years in a total amount not to exceed \$270,000 through December 31, 2010.

**Contact:** Joseph A. D. Jackson, Assistant Chief, 264-8100

**Presenters:** N/A

**Department:** Fire

**Division:** Emergency Medical Services (EMS)

**Organization No:** 12001441 (2554)

### **Description/Analysis**

**Issue:** The existing cooperative purchase contract for pharmaceutical supplies that Sacramento Fire Department (SFD) had with Boundtree Medical, and Public Health-Seattle and King County Medic One has expired. SFD's requirements include a customized list of medications and pharmaceutical supplies based on the unique needs and operations of the SFD Emergency Medical Services (EMS) Division as well as complying with the requirements set by Sacramento County EMS authority. After evaluating options, staff is recommending Council approval to purchase these supplies through a cooperative purchasing agreement with King County, Washington (KC). The pharmaceutical supply list used in KC contract meets the requirements of SFD with best pricing. It also provides special accommodation to supply medications that are guaranteed to be no less than one (1) year left before expiration date at the time of delivery, and returning medications within 30 days after expiration date with full credit with the exception of Epi Pen Auto Injectors. Therefore, staff is requesting the City Council approve the use of cooperative purchase contract between Boundtree Medical and King County, Washington (KC) for the purchase of pharmaceutical

supplies from Boundtree Medical, for an annual amount of \$90,000 up to three years and a total not to exceed \$270,000.

**Policy Considerations:** The recommendations in this report are in accordance with provisions of the City Code Section 3.56.240, which allows for the use of legal contracts of other government jurisdictions or public agencies without separate competitive bidding by the City upon approval of the City Council.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** This report concerns administrative activities that do not constitute a "project" as defined by section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is otherwise exempt pursuant to sections 15061(b)(3); 15378(b)(2).

**Commission/Committee Action:** None.

**Rationale for Recommendation:** In providing Advanced Life Support (ALS) services, SFD is required to use pharmaceutical supplies. SFD responded to approximately 55,000 calls for emergency medical services last year. The EMS portion of the business continues to grow and is a vital link to our service in the community.

The contract SFD has been using to purchase pharmaceuticals has expired. The types of medications and pharmaceutical supplies needed to be purchased must be in compliance with the requirements set by the Sacramento County EMS and meet the operational needs of SFD. In researching potential vendors to supply pharmaceuticals, SFD evaluated several existing contracts and found that a contract between Bound Tree Medical and King County, Washington met the requirements for SFD.

This existing agreement would allow for purchase of pharmaceutical supplies based on the department's specific requirements, complies with the Sacramento County EMS requirements, offers favorable pricing and provides special accommodation such as medications guaranteed to be no less than one (1) year left before expiration date at the time of delivery, and returning medications within 30 days after expiration date with full credit with the exception of Epi Pen auto injectors. Through a cooperative purchase agreement, the City of Sacramento would piggyback on the King County contract # IT 1134-07 VZN. The contract will be utilized by SFD at an annual amount not to exceed \$90,000 for up to three years through December 31, 2010. Total contract amount would not exceed \$270,000. Staff recommends that the City Council approve the use of the cooperative purchase contract, King County contract # IT 1134-07 VZN.

**Financial Considerations:** The cost of pharmaceutical supplies is offset by fees charged for EMS response. The annual cost of the contract is \$90,000. Funding is available in the Fire Department's operating budget.

**Emerging Small Business Development (ESBD):** King County held a competitive bidding process, which included incentives for small businesses. Even with those

incentives, Bound Tree Medical won the bid. Bound Tree Medical is not certified as an Emerging or Small Business Enterprise.

Respectfully Submitted by: Joseph A. D. Jackson  
Joseph A. D. Jackson  
Assistant Chief of EMS

Approved by: Ray S. Jones  
Ray S. Jones  
Fire Chief

Recommendation Approved:

Ray Kerridge  
Ray Kerridge  
City Manager

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**RESOLUTION NO.**

Adopted by the Sacramento City Council

**COOPERATIVE PURCHASING OF PHARMACEUTICAL SUPPLIES**

**BACKGROUND**

- A. The Sacramento Fire Department (SFD) requires the use of pharmaceutical supplies to provide Advanced Life Support (ALS) services. SFD responded to approximately 55,000 calls for emergency medical services last year. The EMS portion of the business continues to grow and is a vital link to our service in the community
- B. The contract SFD has been using to purchase pharmaceuticals has expired. The types of medications and pharmaceutical supplies to be purchased must be in compliance with the requirements set by the Sacramento County EMS and meet the operational needs of SFD. In researching potential vendors to supply pharmaceuticals, SFD evaluated several existing contracts and found that a contract between Bound Tree Medical and King County, Washington met the requirements for SFD.
- C. This existing agreement would allow for purchase of pharmaceutical supplies based on the department's specific requirements, complies with the Sacramento County EMS requirements, offers favorable pricing and provides special accommodation such as medications guaranteed to be no less than one (1) year left before expiration date at the time of delivery, and returning medications within 30 days after expiration date with full credit. For the reasons stated in this background, it is advantageous for the City of Sacramento to purchase pharmaceuticals from Bound Tree Medical, 5200 Rings Road, Suite A, Dublin, OH, 43017 through the use of a cooperative purchase contract, King County contract # IT 1134-07 VZN. The contract will be utilized by SFD at an annual amount not to exceed \$90,000 for up to three years not to exceed a total of \$270,000 through December 31, 2010.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The cooperative purchase contract between King County, Washington and Bound Tree Medical, King County contract # IT 1134-07 VZN, is approved for use for the purchase of pharmaceutical supplies from Bound Tree Medical; and

Section 2. The City Manager is hereby authorized to execute purchases of pharmaceuticals from Bound Tree Medical, 5200 Rings Road, Suite A, Dublin, OH, 43017, in an amount up to \$90,000 per year for three years in a total amount not to exceed \$270,000 through December 31, 2010.

**Table of Contents:**

Exhibit A	King County (KC) Agreement
Exhibit B	KC Agreement Change Order
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**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

**King County**

**PURCHASE ORDER**

NO. 920084B

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

PURCHASE ORDER DATE	DELIVERY DATE	BID NUMBER	REGISTRATION NUMBER
01/01/08		1134-07	9483579

VENDOR NAME AND ADDRESS		VENDOR NO.	ALL TO BE DUPLICATED FOR EACH ADDRESS UNLESS OTHERWISE NOTED	
BOUND TREE MEDICAL, LLC PO BOX 6023 DUBLIN OH 43016-2023		01294	JAMES FOGARTY/RON SMART KING COUNTY MEDIC ONE 7064 SOUTH 220TH RD - WFC-PH-0600 KENT WA 98032	
CONTACT TEL NO.	TERMS	F.O.B. POINT	SHIP VIA	
800/533-0523 EXT 5145	NET 30 DAYS			
		DESTINATION		

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM PURCHASE AGREEMENT DRUGS, PHARMACEUTICALS ADVANCE LIFE SUPPORT PHARMACEUTICALS TERMS: CHANGE ORDER #1 (03/05/08) * THIS CHANGE ORDER IS ISSUED TO ADD THE FOLLOWING: * NITRO SPRAY, 0.4MG, 4.9GM, 60 DOSES, \$ 76.00/EA ITEM #300-65 * ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME. * ESTIMATED TOTAL CONTRACT VALUE NET \$350,000.00.		

LINE	PO. NO. & SUFFIX	ORG. UNIT	ARMS CODING BLOCK			PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL					
			ACCOUNT	TASK	OPTION								
	920084B	5810	52211	111		315810							
								W.S.S.T					
								FREIGHT					
								TOTAL					
								P.I.R.	AFF	A.A.W.	M.W.B.W.		
								1209	1209				

BUYER: *Victoria K. Karanichi* VICTORIA K. KARANICHI  
 NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.  
 PURCHASING MANAGER: *D. R. Leach* D. R. 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 SALES TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

08030620

VENDOR

BMC (10-1-04) (Rev 7/00)

**Invitation to Bid**



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

**ADVERTISED DATE: NOVEMBER 1, 2007**

Invitation to Bid (ITB) Title: Pharmaceuticals, Advance Life Support (ALS)

ITB Number: IT 1134-07 VZN

Due Date: November 20, 2007 - 2:00 p.m.

Buyer: Victoria Nakamichi, Vick.Nakamichi@KingCounty.gov, 206-263-9299

**Term Supply Requirement**

Furnish Advanced Life Support (ALS) Pharmaceuticals as requested by Public Health, Seattle & King County, Medic One personnel in accordance with the attached instructions, requirements and specifications.

**PRE-BID CONFERENCE**

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

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

We acknowledge that Addenda numbered 1 to 1 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

Bound Tree Medical, LLC

Address

5200 Rings Rd Suite A

City/State /Postal Code

Dublin, Ohio 43017

Signature

Print name and title

Jennifer A Butler, Bids & Contracts Representative

Email

jbutler@boundtree.com

Phone

800-533-0523

Fax

800-257-5713

SCS/DBE Certification Number

Not Applicable

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

**SECTION 1 Instruction To Bidders****1.1 Introduction**

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

**1.2 Bid Submittal Procedure**

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

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

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

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

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

**1.3 King County Internet Web Site**

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at [http://metrokc.gov/procurement/rfp\\_rfq\\_itb/new\\_goods.aspx](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](http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc), are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

**SECTION 2 Bid Evaluation and Contract Award****2.1 Evaluation of Bids**

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

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

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

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

**2.2 Responsive and Responsible****Responsive**

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

**Responsible**

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

- the ability, capacity and skill to perform the Contract or provide the service required (inspection of the Bidders facility 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.metrokc.gov/exec/bred/bdccc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

#### 2.5 Substitutions

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

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

#### 2.6 Forms Required Before Contract Award

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

- Equal Benefit Worksheet and Declaration Form
- Personnel Inventory Report\*
- Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity\*
- Statement of Compliance – Union or Employee Referral Agency Statement\*
- Internal Revenue Service Form W-9\*

\*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 Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

**3.14 Maintenance of Records/Audits**

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

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

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

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

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

**3.15 Other Public Agency Orders**

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

**3.16 Environmental Purchasing Policy**

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 Bidders 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

**SECTION 4 Specific Contractual Terms & Conditions****4.1 Contract Value**

The estimated annual value of this contract is approximately \$350,000.00. 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 two (2) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

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

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

**4.3 Price Revisions**

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

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

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

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

**4.4 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, item expiration date, lot 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. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

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

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

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

**4.8 Warranty Remedies**

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

If at any time during the twelve (12) Month period immediately following acceptance of any 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.

**4.9 Federal Requirements**

This ITB shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County entities utilizing federal funds, the Contractor will be required to sign and comply with the federal granting authority's required documentation.

**4.10 Product Return**

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

The Contractor shall pay shipping and other costs incurred from returning of products due to expiration of product, defectiveness or non-compliance with delivery terms.

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, 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.

**4.11 Ordering**

King County will not split individual packages of items sold in multiple units.

Minimum ordering requirements of are unacceptable.

Contractor shall notify King County at time of order placement if item(s) are on back order and expected date of shipment.

King County reserves the right to cancel an order should back ordered items exceed 25% of total order.

**4.12 Expiration Dates**

Medications shall have a guarantee of no less than one (1) year left before expiration date at the time of delivery.

The County reserves the right to return medications 30 days after expiration date with full credit, with the exception of Epi Pen (Adult) Auto Injector 0.3mg, 0.3ml, and Epi Pen (Junior) Auto Injector 0.15mg, 0.3ml. No credit will be requested for these Epi Pens.

**4.13 Notification**

The Contractor shall provide notification regarding any pertinent changes to any listed medication.

**SECTION 5 BID RESPONSE**

**5.1 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.

**5.2 Delivery**

Delivery is required as soon as possible and not later than **five (5) days** after verbal placement of an order. Bids shall state the number of days delivery is guaranteed after receipt of order. Bid prices shall include delivery, FOB destination, to various King County locations, a list of which will be provided at time of award.

Delivery Guaranteed within 5 days

**5.3 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 na % - na Days, Net 30 days

**5.4 Hours of Business**

The Contractor's representative shall be available between 8:00 AM and 5:00 PM (PST), Monday through Friday.

State hours and days of operation:

Hours: 7:30 a.m. to 8:00 p.m.

Days: Monday to Friday

**5.5 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.

Harry Larson/Jennifer Butler  
Name of contact person

800-533-0523  
Local/Toll Free Telephone number

**5.6 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 Tucson  
 Company Address: 4004 S Park Ave  
 Company Phone: 520-791-4515  
 Contact Person: Randy Ogden  
 Dates: Current

Company Name: City of Pittsburgh  
 Company Address: 414 Grant Street 1st Fl  
 Company Phone: 415-255-2485  
 Contact Person: William Clark  
 Dates: Current

Company Name: City of Phoenix  
 Company Address: 1505 S 12 St  
 Company Phone: 602-262-7128  
 Contact Person: Mark Miller  
 Dates: Current

Company Name: City of Austin  
 Company Address: 1721 A Wilshire  
 Company Phone: 512-974-4140  
 Contact Person: Garey Jackson  
 Dates: Current

5.7 Pricing

Bidders shall provide a price for all items. Failure to provide a price for every item may result in disqualification of the Bidder. State the price of one each of the items listed. If any item has been discontinued and not replaced by the manufacturer state "DISCONTINUED" for the price. If an item has been replaced, as indicated by its manufacturer, bidder may substitute the current comparable replacement item from the same manufacturer. Bidders shall include a complete description of any replacement items. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Item No.	Est. Qty	Description	NDC#	Vendor Item No.	Unit Price	Total Price
1.	300 ea	Accucheck Comfort Curve Test Strips (50/bx), Roche	50924-365-50	170365	\$ 52.87 ea	\$ 15,861.00
2.	50 ea	Accucheck Comfort Curve Control Solution, Roche	50924-390-02	170390	\$ 8.64 ea	\$ 432.00
3.	100 ea	Acetaminophen Drops, 80mg/0.8ml, Alpharma or approved equal Brand Offered: Watson	0472-1417-99	1417-99	\$ 2.15 each	\$ 215.00
4.	100 ea	Acetaminophen Suppository, 120mg. Goldline or approved equal Brand Offered: Teva	0182-1662-11 *only sold by the box/12	378180	\$ .379 each	\$ 37.90
5.	250 ea	Adenosine, 6mg/2ml, 2 ml vial, Bedford or approved equal Brand Offered: Bedford	55390-067-10	370067	\$ 9.50 each	\$ 2375.00
6.	200 ea	Adenosine, 12mg/4ml, 5 ml vial, APP or approved equal Brand Offered: Abraxis	63323-651-04	0651-04	\$ 19.50 each	\$ 3900.00
7.	1000 ea	Albuterol, .083%, 2.5mg/3ml, Dey or approved equal Brand Offered: Dey	48502-697-24 *only sold by the box/25	370125	\$ .14 each	\$ 140.00
8.	200 ea	Aminophylline, 25mg/ml, American Regent or approved equal Brand Offered: American Regent	0517-3810-25	373810	\$ .75 each	\$ 150.00

Item No.	Est. Qty	Description	NDC#	Vendor Item No.	Unit Price	Total Price
9.	500 ea	Amiodarone, 50 mg/ml, 3ml luer jet syringe, Cordarone or approved equal Brand Offered: IMS	00548-3380-00	373380	\$ 8.25 each	\$ 4125.00
10.	20 ea	Amyl Nitrite USP, 0.3ml, Taylor or approved equal Brand Offered: Xged.	11098-528-13 *only sold by the box/12	379494	\$ .708 each	\$ 14.16
11.	500 bt	Aspirin, Children's Chewable, 81mg, (1 1/4 gr), Goldline or approved equal Brand Offered: Goldline	0182-1420-95	375016	\$ .81 each	\$ 405.00
12.	600 ea	Atropine Sulfate, 0.4mg/mg, 20ml vial, APP or approved equal Brand Offered: Abraxis	63323-234-20	373234	\$ 1.20 each	\$ 720.00
13.	1000 ea	Atropine Sulfate, 1mg/10ml, stick-gard, IMS or approved equal Brand Offered: IMS	0548-2039-00	2039-00	\$ 1.60 each	\$ 1600.00
14.	500 ea	Calcium Chloride USP, 10%, 10ml, stick-gard, IMS or approved equal Brand Offered: IMS	0548-2004-00	2004-00	\$ 1.60 each	\$ 800.00
15.	1500 ea	Dextrose, 5%, 250ml, Baxter or approved equal Brand Offered: Baxter	0338-0017-02	600062	\$ 1.03 ea	\$ 1545.00
16.	1500 ea	Dextrose Injection, 50%, 50ml, stick-gard, IMS or approved equal Brand Offered: IMS	0548-2001-00	2001-00	\$ 1.79 each	\$ 2685.00
17.	500 ea	Diazepam, 10mg/2ml, carpject, Hospira or approved equal Brand Offered: Hospira	0409-1273-32 *only sold by the box/10	371104	\$ 2.45 each	\$ 1225.00

Item No.	Est. Qty	Description	NDC#	Vendor Item No.	Unit Price	Total Price
18.	500 ea	Diazepam Rectal Gel, 10mg, Diastat AcuDial, Valeant or approved equal Brand Offered: Valeant	0187-0658-20 *only sold by the box/2	0658-20	\$ 197.50 each	\$ 98,750.00
19.	500 ea	Diltiazem (Cardizem), 25mg/5ml, 5ml vial, Bedford or approved equal Brand Offered: Hospira	55380-565-05	370510	\$ 2.20 each	\$ 1100.00
20.	500 ea	Dopamine, 200mg, 250ml Brand Offered: Hospira	00409-7809-24	377808	\$ 14.50 each	\$ 7250.00
21.	2000 ea	Dyphenhydramine, 50 mg/ml, 1ml vial, Baxter or approved equal Brand Offered: Baxter	0541-0376-25	0376-25	\$ 1.25 each	\$ 2500.00
22.	2000 ea	Epinephrine 1:10,000, 1mg/10ml, stick- gard, IMS or approved equal Brand Offered: IMS	0548-2016-00	2016-00	\$ 1.60 each	\$ 3200.00
23.	500 ea	Epinephrine 1:1000 1mg/ml Hospira or approved equal Brand Offered: Hospira	0409-7241-01	0641142035	\$ .42 each	\$ 210.00
24.	1000 ea	Epinephrine Racemic, 2.25%, 0.5ml, Nephron or approved equal Brand Offered: Nephron	00487-5901-99	375901	\$ 1.85 each	\$ 1850.00
25.	1000 ea	Etomidate Injection 2mg/ml, Amidate 20ml, Hospira or approved equal Brand Offered: Bedford	0409-8060-29	372145	\$ 13.25 each	\$ 13,250.00
26.	800 ea	Furosemide, 10 mg/ml Hospira or approved equal Brand Offered: Hospira	0409-6102-10	6102-10	\$ .63 each	\$ 504.00

\*\*\* 12 MONTH DATING IS NOT AVAILABLE FOR THIS ITEM PER THE MANUFACTURER \*\*\*

Item No.	Est. Qty	Description	NDC#	Vendor Item No.	Unit Price	Total Price
27.	500 ea	Glucagen, 1 unit, 1mg. Bedford or approved equal Brand Offered: Bedford	55390-004-01	372050	\$ 75.00 each	\$ 37,500.00
28.	50 ea	Hepnin Lock Flush Solution, 100 USP units/ml, Hospira or approved equal Brand Offered: Hospira	0409-1152-70 *only sold by the box/25	1152-70	\$ 5.14 each	\$ 25.70
29.	2000 ea	Ipratropium, 0.5mg/2.5ml, Dey or approved equal Brand Offered: Dey	49502-685-31 *only sold by the box/30	685-31	\$ 1.466 each	\$ 393.20
30.	150 ea	Isuprel, 0.2mg/ml, 5ml amp, Hospira or approved equal Brand Offered: Hospira	0409-1410-05	372066	\$ 4.55 each	\$ 682.50
31.	10,000 ea	Lactated Ringers Injection, 1000 ml, Baxter or approved equal Brand Offered: Baxter	0338-0117-04	602324X	\$ 1.35 each	\$ 13,500.00
32.	2000 ea	Lidocaine 2% HCl, 100mg/5ml, stick-gard, IMS or approved equal Brand Offered: IMS	0548-2190-00	2190-00	\$ 1.60 each	\$ 3200.00
33.	1000 ea	Lidocaine 0.4%, 4mg/ml, (0.4%Lido, 5% Dextros Injectable), Baxter or approved equal Brand Offered: Baxter	0338-0409-02	2b0972	\$ 4.95 each	\$ 4950.00
34.	500 ea	Magnesium Sulfate 50%, 5g/10ml, American Regent or approved equal Brand Offered: American Regent	0517-2610-25	372168	\$ .76 each	\$ 380.00
35.	500 ea	Metoprolol, 5mg/5ml, 5ml Amp, Hospira or approved equal Brand Offered: Hospira	0409-2285-05	372285	\$ 2.45 each	\$ 1225.00

Item No.	Est. Qty	Description	NDC#	Vendor Item No.	Unit Price	Total Price
36.	500 ea	Morphine Sulfate Injection, 8mg/ml, 1 ml vial, Baxter or approved equal Brand Offered: Hospira	10019-177-39	1260-69	\$ 1.30 each	\$650.00
37.	500 ea	Naloxone 0.4mg/ml, Hospira or approved equal Brand Offered: Hospira	0409-1212-01	371215	\$ .99 each	\$ 495.00
38.	500 ea	Naloxone 2.0 mg/ml, Endo or approved equal Brand Offered: Hospira	63481-377-10 **Naloxone 4MG, 10ML vial 2084**	371219	\$2.92 each	\$ 1460.00
39.	200 ea	Nitrolingual Spray 400mcg/spray, 200 meter, Sciele Pharma or approved equal Brand Offered: Sciele	59630-300-20	0075085084	\$ 159.00 each	\$ 31,800.00
40.	400 ea	Norepinephrine 4mg/4ml, (Levophed), 4ml amp., (Hospira) or approved equal Brand Offered: Hospira	0409-1443-04	372067	\$ 6.72 each	\$ 2688.00
41.	200 ea	Oxytocin 10 USP units/ml, 1ml vial, APP or approved equal Brand Offered: Abraxis	63323-012-01	0469101215	\$ 3.30 each	\$ 660.00
42.	1000 ea	Pancuronium, Sisor or approved equal Brand Offered: Baxter	10019-280-10	2804-03	\$ 2.05 each	\$ 2050.00
43.	500 ea	Phenobarbital, 130mg/ml, 1ml vial, Baxter or approved equal Brand Offered: Baxter	0641-0477-21 *only sold by the box/25	377725	\$ 2.08 each	\$ 1040.00
44.	500 ea	Pralidoxime Chloride Injection, 300mg/ml, 2ml, Mark I Kit or approved equal Brand Offered: Meridian	6505-01-174-9919 **Pralidoxime chloride combo pen)	373248	\$ 25.50 each	\$ 12,750.00

NDC # 6505-01-125-3248\*\*

\*\*\* 12 MONTH DATING IS NOT AVAILABLE FOR THIS ITEM PER THE MANUFACTURER \*\*\*

Item No.	Est. Qty	Description	NDC#	Vendor Item No.	Unit Price	Total Price
45.	200 ea	Procainamide Hydrochloride, 500mg/ml, Abbott or approved equal Brand Offered: Hospira	0409-1903-01	0074190301	\$ 1.12 each	\$ 224.00
46.	400 ea	Promethazine Injection, 25mg/ml, 1 ml amp., Baxter or approved equal Brand Offered: Baxter	0641-1495-35	3157-83	\$ 1.90 each	\$ 760.00
47.	1000 ea	Propranolol 1mg, 1ml amp., Inderol or approved equal Brand Offered: Bedford	05539-003-10	0003-10	\$ 8.95 each	\$ 8950.00
48.	1500 ea	Sodium Bicarb Injection 8.4%, 50ml, stick-gard, IMS or approved equal Brand Offered: IMS	0548-2052-00	2052-00	\$ 1.79 each	\$ 2685.00
49.	200 ea	Sodium Chloride Injection, 0.9%, 2ml carpject, Hospira or approved equal Brand Offered: Hospira	0409-1918-32	1918-32	\$ .82 each	\$ 164.00
50.	2000 ea	Sodium Chloride Inhalation 0.9% NaCl, 3ml, Hudson or approved equal Brand Offered: Teleflex	49502-830-03	049502063003	\$ .10 each	\$ 200.00
51.	20 ea	Sodium Thiosulfate USP 25%, 250mg/ml Brand Offered: American Regent	11098-502-50	375019	\$ 17.50 each	\$ 350.00
52.	20 ea	Sodium Nitrite USP 30 mg/ml, 300mg, 10ml amp., Taylor or approved equal Brand Offered: Hope Pharm.	11098-507-01	377902	\$ 43.75 each	\$ 875.00
53.	3000 ea	Succinylcholine 20mg/ml, 10ml vial, Hospira or approved equal Brand Offered: Hospira	0409-6629-02	357204	\$ 2.65 each	\$ 7950.00

Item No.	Est. Qty	Description	NDC#	Vendor Item No.	Unit Price	Total Price
54.	500 ea	Terbutaline 1mg, 1ml vial Brand Offered: Bedford	55390-0101-10	370101	\$ 4.15 each	\$ 2075.00
55.	50 ea	Tetracaine Hydrochloride 0.5%, Alcon or approved equal Brand Offered: Bausch & Lomb	0065-0741-12	372121	\$ 2.15 each	\$ 107.50
56.	1000 ea	Triple Antibiotic Ointment, Fougera or approved equal Brand Offered: E Fougera	0168-0012-09 *only sold by the	0061-70 box/144 packs	\$ .10069 each	\$ 100.69
57.	500 ea	Vecuronium 10mg, 10ml vial, Sisor or approved equal Brand Offered: Bedford	0703-2914-01	374983K	\$ 6.15 each	\$ 3075.00
58.	500 ea	Epi Pen (Adult) Auto Injector 0.3mg, 0.3ml Brand Offered: Dey	49502-0500-01	0268030101	\$ 62.00 each	\$ 31,000.00
59.	500 ea	Epi Pen (Junior) Auto Injector 0.15mg, 0.3ml Brand Offered: Dey	49502-0501-01	0268030201	\$ 62.00 each	\$ 31,000.00
60.	200 ea	Duoneb, 3.5ml Brand Offered: Dey	49502-672-30 *only sold by the	376723P pack/5	\$ 2.50 each	\$ 500.00
61.	200 ea	Solu-Medrol, 125mg, Act-O-Vial System, single-dose vial, 25 x 2ml Brand Offered: Pfizer	0009-0190-16	0009019009	\$ 4.40 each	\$ 880.00
62.	200 ea	Terbutaline, 1mg/1ml Brand Offered: Bedford	55390-101-10	370101	\$ 4.15 each	\$ 830.00

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: November 15, 2007

ITB Title: Pharmaceuticals, Advance Life Support

ITB Number: IT 1134-07-VZN

Revised Due Date: November 27, 2007 - 2:00 P.M.

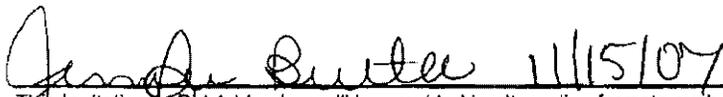
Buyer: Victoria Nakamichi, Vicki.Nakamichi@KingCounty.gov, 206-263-9299

This addendum is issued to revise Invitation to Bid 1134-07-VZN advertised November 1, 2007 as follows:

1. Change the bid opening date from Tuesday, November 20, 2007 to **Tuesday, November 27, 2007 at 2:00.**
2. Section 4.12 Expiration Dates, **change to read:**

Medications shall have a guarantee of no less than one (1) year left before expiration date at the time of delivery.

The County reserves the right to return medications within 30 days after expiration date with full credit, with the **exception** of Epi Pen (Adult) Auto Injector 0.3mg, 0.3ml, and Epi Pen (Junior) Auto Injector 0.15mg, 0.3ml. No credit will be requested for these Epi Pens.

  
11/15/07

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



**Finance and  
Business Operations Division**  
Procurement and Contract Services Section  
Department of Executive Services  
CNK-ES-0340  
Chinook Building, 3rd Floor  
401 5<sup>th</sup> Ave., Suite 300  
Seattle, WA 98104  
**206-263-9400**  
206-295-7676 Fax  
TTY Relay: 711  
[www.kingcounty.gov](http://www.kingcounty.gov)

May 12, 2008

RE: Bound Tree Medical - contract # IT 1134-07 VZN - Pharmaceuticals, Advance Life Support

To Whom It May Concern:

This letter serves as authorization for the City of Sacramento Fire Department to utilize the contract made between Bound Tree Medical and Public Health, Seattle and King County Medic One stated above

Thank you.

Victoria Nakamichi  
Buyer, King County PCSS