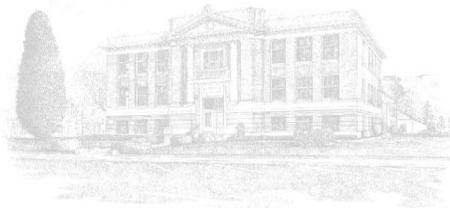


Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY



David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 23, 2013

INVITATION FOR BIDS (IFB) – COUNTY BID #13-10

BIDS FOR: BENTON COUNTY PRINTER CARTRIDGE SUPPLIES.
DEADLINE FOR
BID SUBMITTAL: **Monday, May 13, 2013 UNTIL 3:30 P.M., IN THE BENTON COUNTY COMMISSIONERS OFFICE, 620 MARKET STREET / PO BOX 190, PROSSER, WA 99350 NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

Benton County (County) is soliciting bids for the purchase of printer cartridge supplies for Benton County, 620 Market Street, Prosser, WA 99350 and 7122 W. Okanogan Pl., Kennewick, WA 99336. The County invites you to submit a bid to provide printer cartridge supplies that will meet specifications set forth in Exhibit A – Vendor Bid. Although the County anticipates purchasing the quantity of products provided in Exhibit A, those quantities are only estimates. As such, the County makes no guarantee as to the quantity of products provided in Exhibit A it will purchase over the term of the Agreement. Vendor agrees to provide any and all products listed in Exhibit A at the cost per product it has provided over the entire term of the Vendor Agreement. Vendor must provide all items listed in Exhibit A to be considered a responsive bidder. Failure to provide a price for any item will result in automatic bid disqualification. Orders for products will occur throughout the term of the Vendor Agreement.

INVENTORY LEVELS

The Vendor agrees to maintain sufficient inventory levels to provide Benton County Central Services with an uninterrupted flow of all products listed.

ORDERING & DELIVERY

The Vendor will take inventory and replace cartridges once a week, on the same day of each week, between 8 a.m. to 5 p.m. The Vendor shall be notified of any modifications to this schedule when replacement cartridges are needed. There are two locations where the cartridges are stored and will need to be inventoried and replaced when needed. The two locations are: Benton County Courthouse, 620 Market Street, Prosser, WA 99350, and at the Benton County Justice Center, 7122 West Okanogan Place, Kennewick, WA 99336.

USED CARTRIDGES RECYCLING COLLECTION

The Vendor shall provide a drop box at each location for all empty cartridges. The empty cartridges shall be picked up each week, on the day replacement cartridges are inventoried and replaced. The Vendor shall recycle end-of-life toner cartridges and provide Benton County Central Services with details of its recycling program upon request.

USAGE REPORTS

Vendor shall provide quarterly usage reports to the Benton County Central Services email account (central.services@co.benton.wa.us). Reports shall include product number, description, manufacturer, quantities ordered, and unit price.

WARRANTY

Vendor warrants that all goods furnished under this order, whether new or remanufactured, conform strictly to the specifications herein, and are merchantable, of good workmanship, free from defect, and fit for the intended purpose for which such goods are ordinarily employed. Vendor's warranties (and any more favorable warranties, service policies or similar undertakings of Vendor) shall survive delivery inspection, and acceptance of the goods or services.

DEFECTIVE CARTRIDGES

All cartridges new or remanufactured shall be guaranteed to perform to the original equipment manufacturer (OEM) specifications. The cartridge shall equal or exceed the yield of the manufacturer's OEM specification. Any cartridge found defective, shall be replaced free of charge regardless of the amount of toner remaining in the cartridge. Defective cartridges shall be replaced or monies refunded within five (5) calendar days after the Vendor is notified. If problems occur with printers due to the Vendor's defective remanufactured toner cartridge, the Vendor shall provide a competent factory-trained authorized service technician to repair printer within two (2) working days. If the defective cartridge causes damage to the equipment, the Vendor shall be responsible for the payment of the repair, or replacement. All defective toner cartridges will be returned to the Vendor at the Vendor's expense. The Vendor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the location of toner cartridge delivery. If Benton County Central Services has continued uncorrected problems with a particular model, or if there are page yields consistently below OEM standards or approved manufactured toner cartridge industry standards, Benton County Central Services may cancel the cartridge model from the Vendor Agreement or terminate the Agreement at its discretion.

CARTRIDGE REMANUFACTURING PROCESS

Vendor agrees that all remanufactured cartridges will comply at a minimum to the following process:

- a) As used in this IFB, the term "Remanufactured" is defined as a cartridge which has been completely disassembled and cleaned, replacing with a new long-life optical photoconductive (OPC) drum with a minimum duty cycle equal to the original manufacturer's lifespan and with all brand new parts except using the existing casing.
- b) Assessment to determine if the toner cartridge can be remanufactured.
- c) Complete disassembly of toner cartridge to thoroughly clean and check all internal and external components against the original manufacturer's specifications. Worn, damaged, or end of life-cycle components should be replaced.
- d) Replacement of the original OEM drum with a new drum (which may include an extended life-drum). If the returned toner cartridge is equipped with an extended-life drum, Vendor shall inspect it, clean it, or replace it with a new extended-life drum or new aftermarket drum.
- e) Replacement of all seals with an OEM-type heat seal, card seal, or pressure sensitive seal as required.
- f) Replacement of the primary charge roller (PCR) with new PCR as needed.
- g) Replacement of wiper blade meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the Standardized Test Methods

Committee (STMC) or the latest guidelines adopted by American Society for Testing and Materials (ASTM) for remanufactured toner cartridges.

- h) Replacement of any parts not meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
- i) Filling of toner cartridge meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
- j) Chemically cleaning or replacing the corona wire assembly
 - i. (where applicable).
- k) One fuser wand (where applicable) with high temperature resistant felt wiper shall be provided with each toner cartridge.
- l) The hopper shall be filled to capacity with new toner meeting or exceeding OEM standards. The Vendor shall indicate in this bid the original manufacturer(s) and part number(s) of toner supplied.
- m) A toner hopper seal/separator meeting or exceeding OEM standards when needed.

CARTRIDGE PACKAGING

Vendor agrees all cartridge packaging will include, at a minimum, the following:

- a) The Vendor shall clearly label each toner cartridge with the manufacturer's/supplier's name and cartridge model number
- b) Each toner cartridge shall be packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, meeting or exceeding OEM standards.
- c) The external carton and packaging of the toner cartridge shall protect the cartridge from damage during handling or shipping,
- d) Packaging for the toner cartridges shall be constructed to permit users to repackage spent cartridges for return to the Vendor. It is desirable that all corrugated packaging contain a minimum of 350/0 post-consumer recycled content and provide certification from the carton manufacturer/supplier to verify the actual percentage of recycled content.
- e) The external carton or an internal shipping invoice shall identify toner cartridge type (make and model), the Vendor's name, address and telephone number, and the purchase order number.
- f) Each cartridge shall be provided with complete instructions for installation and maintenance of the cartridges to optimize the performance and life to the cartridge.

BIDDERS' RECEIPT OF THE IFB PACKAGE

- a) The below Central Services representative is the only individual authorized to provide the IFB package to interested companies or individuals. Bidders who are working from an IFB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a bid's errors, omissions or misinterpretations resulting from a bidder's use of an incomplete IFB package.
- b) Bidders who have received the IFB package from a source other than the County Central Services purchasing representative, or who have downloaded the IFB package from the County's website, are advised to contact **Robert Heard of Benton County Central Services at (509) 737-3529** to provide their company's name, address, telephone number, fax number and contact name. This will ensure that the bidder will receive all communication regarding the IFB such as Amendments and Clarifications.

Your bid should be submitted in the official bid format as provided in Exhibit A and placed in a **SEALED ENVELOPE** marked “**SEALED BID – Benton County Printer Cartridge Supplies.**” Bids may be mailed or hand delivered to the Benton County Commissioners Office, 620 Market Street / PO Box 190, Prosser, WA 99350 until **3:30 PM (PST) Monday, May 13, 2013.** **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.** Emailed and faxed bids are not acceptable and will not be considered. The bids will be publicly opened by representatives of Benton County Central Services at 9:00 AM (PST) on Tuesday, May 14, 2013 at 7122 W. Okanogan Place Bldg. A, Kennewick, WA 99336 in the Commissioners’ Meeting Room located on the second floor.

1. The County reserves the right to reject any or all bids for good cause pursuant to RCW 36.32.245 and to waive informalities in the bidding process.
2. **This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by the County. Bids submitted in response hereto shall constitute offers to sell the supplies meeting the County’s specifications. Upon the County’s resolution providing notice of lowest responsible bidder, Exhibit E, the bid awardee shall be required to enter into an Agreement in the form of Exhibit D within 10 days of said resolution.**
3. The County is not liable for any costs incurred by bidders prior to issuance of or entering into an Agreement. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the bidder in responding to this IFB are entirely the responsibility of the bidder, and shall not be reimbursed in any manner by the County.
4. Accuracy for all mathematical and number entries to Exhibit A are the sole responsibility of the bidder. Benton County will not be responsible for errors made by the bidder to Exhibit A.
5. Bidders shall submit specifications of their bid, showing their compliance with the Central Services requirements on the enclosed Vendor Bid Form, referenced as Exhibit A, or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested. At a MINIMUM, each of the items listed in the Vendor Bid Form should be addressed. Any additional features promoted by the bidder should emphasize the benefits, but also address the impact of such features on the price quoted.
6. Bids must be executed by a person or persons legally authorized to execute such documents on behalf of the bidding entity.
7. Price quoted in the bid shall be exclusive of Federal Taxes. Any Washington State Sales Tax included in the sales price will not be considered a part of the NET BID amount. However, in accordance with RCW 39.30.040, the County may take into consideration the tax revenues it may receive from an Agreement pursuant to this request for bid.
8. For clarification or correction of any ambiguity, discrepancy, inconsistency, error, or omission discovered in any of the bid documents, bidder should at once notify **Robert Heard of Benton County Central Services at (509) 737-3529 or by e-mail at robert.heard@co.benton.wa.us.** Written notice of changes or clarification to the specifications will be sent to all known bidders when required. The County shall not be held responsible for verbal interpretations. Questions received less than 7 days prior to bid opening will not be answered.
9. Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in

person to the bid opening location. Bids shall become the property of Benton County upon receipt.

10. The invitation to bid consists of the following documents:

Exhibit A – Vendor/Bid Proposal Form

Exhibit B – Affidavit of Non-Collusion

Exhibit C – Anti-Discrimination Certificate

Exhibit D – “Sample” Vendor Purchasing Agreement

Exhibit E – Notice of Lowest Responsible Bidder

If you are missing any part of these documents, please contact Robert Heard, at 509-737-3529 or robert.heard@co.benton.wa.us.

PROJECT IDENTIFICATION: BENTON COUNTY PRINTER CARTRIDGE SUPPLIES

THIS BID SUBMITTED TO: Benton County Commissioners Office
c/o Robert Heard
620 Market Street
P.O. Box 190
Prosser, WA 99350

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
_____	_____
_____	_____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

- (a) Affidavit of Non-Collusion.
- (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Phone _____ Fax _____

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

REMANUFACTURED CARTRIDGES

CARTRIDGE	<u>A</u> Estimated Usage Per Year	<u>B</u> Cost of Remanufactured	TOTAL = (<u>A</u> x <u>B</u>)
HP C3906A - Black	3		
HP C4127X - Black	15		
HP C4129A - Black	3		
HP C7115A - Black	3		
HP C7115X - Black	3		
HP C8061X - Black	3		
HP C8543X - Black	20		
HP C9730A - Black	6		
HP C9731A - Cyan	6		
HP C9732A - Yellow	6		
HP C9733A - Magenta	6		
HP CB435A - Black	40		
HP CB436A - Black	10		
HP CB540A - Black	17		
HP CB541A - Cyan	4		
HP CB542A - Yellow	4		
HP CB543A - Magenta	4		
HP CC364X - Black	20		
HP CC530A - Black	15		
HP CC531A - Cyan	8		
HP CC532A - Yellow	8		
HP CC533A - Magenta	8		
HP CE250X - Black	15		
HP CE251A - Cyan	10		
HP CE252A - Yellow	10		
HP CE253A - Magenta	10		
HP CE255A - Black	10		
HP CE255X - Black	30		
HP CE260A - Black	20		
HP CE261A - Cyan	10		
HP CE262A - Yellow	10		
HP CE263A - Magenta	10		
HP CE400X - Black	15		
HP CE401A - Cyan	8		
HP CE402A - Yellow	8		
HP CE403A - Magenta	8		

REMANUFACTURED CARTRIDGES

Reman page 2

CARTRIDGE	<u>A</u> Estimated Usage Per Year	<u>B</u> Cost of Remanufactured	TOTAL = (<u>A</u> x <u>B</u>)
HP CE410X - Black	15		
HP CE411A - Cyan	8		
HP CE412A - Yellow	8		
HP CE413A - Magenta	8		
HP CE505A - Black	25		
HP CF280A - Black	10		
HP CF280X - Black	10		
HP Q2612A - Black	20		
HP Q2613X - Black	3		
HP Q2670 - Black	1		
HP Q2671 - Cyan	1		
HP Q2672 - Yellow	1		
HP Q2673 - Magenta	1		
HP Q3960 - Black	8		
HP Q3961 - Cyan	8		
HP Q3962 - Yellow	8		
HP Q3963 - Magenta	8		
HP Q5942X - Black	15		
HP Q5949A - Black	10		
HP Q5950A - Black	20		
HP Q5951A - Cyan	10		
HP Q5952A - Yellow	10		
HP Q5953A - Magenta	10		
HP Q6470A - Black	25		
HP Q6471A - Cyan	15		
HP Q6472A - Yellow	15		
HP Q6473A - Magenta	15		
HP Q6511A - Black	1		
HP Q7551X - Black	65		
HP Q7581A - Cyan	6		
HP Q7582A - Yellow	6		
HP Q7583A - Magenta	6		
HP HP-21 - Black	30		
HP HP-22 - Black	10		
HP HP-23 - Tri-Color	10		
HP HP-27 - Black	6		

REMANUFACTURED CARTRIDGES

CARTRIDGE	<u>A</u> Estimated Usage Per Year	<u>B</u> Cost of Remanufactured	TOTAL = (<u>A</u> x <u>B</u>)
HP HP-45 - Black	8		
HP HP-56 - Black	8		
HP HP-564XL - Black	6		
HP HP-564XL - Cyan	6		
HP HP-564XL - Magenta	6		
HP HP-564XL - Yellow	6		
HP HP-57 - Black	15		
HP HP-60 - Tri-Color	5		
HP HP-60XL - Black	5		
HP HP-61 - Black	5		
HP HP-61 - Tri-Color	5		
HP HP-72 - Black	6		
HP HP-72 - Cyan	6		
HP HP-72 - Gray	6		
HP HP-72 - Yellow	6		
HP HP-74XL - Black	6		
HP HP-75XL - Black	6		
HP HP-78 - Tri-Color	6		
HP HP-901XL - Black	6		
HP HP-901XL - Cyan	6		
HP HP-901XL - Magenta	6		
HP HP-901XL - Yellow	6		
HP HP-920XL - Black	40		
HP HP-920XL - Tri-Color	30		
HP HP-93 - Black	10		
HP HP-933XL - Black	25		
HP HP-933XL - Cyan	15		
HP HP-933XL - Magenta	15		
HP HP-933XL - Yellow	15		
HP HP-94 - Black	8		
HP HP-95 - Tri-Color	6		
HP HP-96 - Black	35		
HP HP-97 - Black	20		

REMAN SUBTOTAL	
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OEM CARTRIDGES

CARTRIDGE	<u>A</u> Estimated Usage Per Year	<u>B</u> Cost of OEM	TOTAL = (<u>A</u> x <u>B</u>)
HP C8543X - Black	8		
HP C9730A - Black	2		
HP C9731A - Cyan	2		
HP C9732A - Yellow	2		
HP C9733A - Magenta	2		
HP CB435A - Black	6		
HP CB540A - Black	4		
HP CB541A - Cyan	2		
HP CB542A - Yellow	2		
HP CB543A - Magenta	2		
HP CC364X - Black	4		
HP CE250X - Black	3		
HP CE251 - Cyan	2		
HP CE252 - Yellow	2		
HP CE253 - Magenta	2		
HP CE255X - Black	10		
HP CE260 - Black	8		
HP CE261 - Cyan	2		
HP CE262 - Yellow	2		
HP CE263 - Magenta	2		
HP CE400A - Black	4		
HP CE401A - Cyan	4		
HP CE402A - Yellow	4		
HP CE403A - Magenta	4		
HP CE410X - Black	4		
HP CE411A - Cyan	4		
HP CE412A - Yellow	4		
HP CE413A - Magenta	4		
HP CE505A - Black	4		
HP CF280X - Black	4		
HP Q2612A - Black	4		
HP Q5942X - Black	4		
HP Q5949A - Black	2		
HP Q5950A - Black	4		

OEM CARTRIDGES

CARTRIDGE	<u>A</u> Estimated Usage Per Year	<u>B</u> Cost of OEM	TOTAL = (<u>A</u> x <u>B</u>)
HP Q5951A - Cyan	4		
HP Q5952A - Yellow	4		
HP Q5953A - Magenta	4		
HP Q6470A - Black	4		
HP Q6471A - Cyan	4		
HP Q6472A - Yellow	4		
HP Q6473A - Magenta	4		
HP Q7551X – Black	8		
HP HP-21 - Black	4		
HP HP-74XL - Black	4		
HP HP-75XL - Black	4		
HP HP-78 - Tri-Color	4		
HP HP-901XL - Black	4		
HP HP-901XL - Cyan	4		
HP HP-901XL - Magenta	4		
HP HP-901XL - Yellow	4		
HP HP-920XL - Black	4		
HP HP-920XL - Tri-Color	4		
HP HP-93 - Black	4		
HP HP-933XL - Black	4		
HP HP-933XL - Cyan	4		
HP HP-933XL - Magenta	4		
HP HP-933XL - Yellow	4		
HP HP-564XL - Black	4		
HP HP-564XL - Cyan	4		
HP HP-564XL - Magenta	4		
HP HP-564XL - Yellow	4		
HP HP-57 - Black	4		
HP HP-60 - Tri-Color	4		
HP HP-60XL - Black	4		
HP HP-61 - Black	4		
HP HP-61 - Tri-Color	4		

OEM SUBTOTAL	
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Exhibit A

BASE BID AMOUNT

TOTAL LUMP SUM (Reman Subtotal + OEM Subtotal) (excluding sales tax) \$ _____

TOTAL LUMP SUM (excluding sales tax), in words _____

SUBMITTED ON _____, 2013

The party by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

(STREET)

(CITY)

(STATE)

(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor is authorized to do so.

Legal Name of Bidding Organization

Signature of Authorized Person

Title

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

_____, (Vendor),
being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or
collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is
further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor
on the above work or supplies to put in a sham bid, or any other person or corporation to refrain
from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure
an advantage over other Vendor or Vendors.

(Company Name)

(Vendor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2013.

NOTARY PUBLIC in and for the State of _____,

residing at _____

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

(Company Name)

(Vendor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2013.

NOTARY PUBLIC in and for the State of _____,

residing at _____

Exhibit D

“SAMPLE” VENDOR PURCHASING AGREEMENT

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **[name of Vendor and Vendor's legal form, i.e. "Inc" or "LLC" if applicable]**, with its principal offices at **[Vendor's address]**, (hereinafter "Vendor").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for **[Benton County Printer Cartridge Supplies]** in accordance with its bid dated _____ and to supply the product strictly in accordance with the specifications and requirements set forth therein. Although the County anticipates purchasing the quantity of products provided in Exhibit A, those quantities are only estimates. As such, the County makes no guarantee as to the quantity of products provided in Exhibit A it will purchase over the term of the Agreement. Vendor agrees to provide any and all products listed in Exhibit A at the cost per item it has provided for the duration of this Agreement. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.

2. The County's IFB along with the Vendor's bid for **[Benton County Printer Cartridge Supplies and Other Related Items]** and corresponding documents, all of which are on file in the office of Benton County Central Services, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. County will compensate Vendor per Exhibit A. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County at the prices provided herein during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.

4. All deliveries are to be made F.O.B. Benton County Central Services, 620 Market Street, Prosser, WA, and/or 7122 W. Okanogan Place, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.

5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Vendor: [Insert name and address]

b. For County: Robert Heard
7122 W. Okanogan Place
Kennewick, WA 99336
(509) 737-3529

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence upon execution of this Agreement by all parties, and shall continue until *December 31, 2014*.

9. The Vendor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Vendor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.

10. Insurance:

a. Workers Compensation: Vendor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If Vendor, subvendor, or sub-subvendor fails to comply with all State of Washington workers compensation statutes and regulations and County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Agreement.

b. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Agreement, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vendor from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this

Agreement by Vendor or by anyone directly employed by or contracting with Vendor. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the County, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vendor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor's commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Vendor shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

c. Automobile Liability: The Vendor shall maintain, during the life of this Agreement, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect Vendor from claims which may arise from the performance of this Agreement, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor. Commercial Auto Liability Insurance shall include coverage for owned, non-owned and hire autos. Covered auto shall be designated as "Symbol 1" any auto. Vendor waives all rights against the County for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

d. Other Insurance Provisions:

1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
2. The Vendor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or agents.

4. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Vendor are not intended to be an indication of exposure nor are they limitations on indemnification.
7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Agreement shall be written on an Occurrence Policy form.

e. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the Vendor, other than Auto Liability and Workmen's Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without thirty(30) days written prior notice to the County. Any insurance or self-insurance maintained by the County, its elected and appointed officials, employees and agents shall be excess of the Vendor's insurance and shall not contribute to it.
2. Certificates of Liability Insurance are to be provided to the County's Agreement Representative referenced in Section 5.b.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Agreement Representative referenced in Section 5. b.
4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future

performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

13. The County, to the extent permitted by law, and the Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

14. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

16. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement Representatives Section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____ 20__.

[VENDOR'S BUSINESS NAME]

[Insert Name]
[Insert Office/Title]

BENTON COUNTY

Name
Chairman, Benton County Commissioner

Date

Date

APPROVED AS TO FORM ONLY

County Deputy Prosecuting Attorney
Ryan Lukson

By: _____
Date

Exhibit E

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF BENTON COUNTER PRINTER CARTRIDGE SUPPLIES

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of printer cartridge supplies per Resolution 2013-xxx; and

WHEREAS, representatives of the Benton County Central Services received and opened **[number of bids]** on **[date]** as provided in the invitation to bid; and

WHEREAS, the bids were from the following amounts:
[list bidder's, bid amount];and

WHEREAS, the representatives of the Benton County Central Services reviewed the bid proposals and recommend awarding the vendor purchasing agreement to **[VENDOR'S BUSINESS NAME]**; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed **[VENDOR'S BUSINESS NAME]** to be the lowest responsible bidder for the purchase of printer cartridge supplies and shall be required to enter into an Agreement in the form of Exhibit D to the Benton County Printer Cartridge Supplies Invitation for Bid 13-10 within ten (10) days of this notice.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....