

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



KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

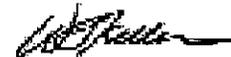
CONTRACTOR:
JCI JONES CHEMICALS INC
1919 MARINE VIEW DR
TACOMA, WA 98422 United States
Fax: (800) 2740733

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 500056	REVISION 2	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER CHRISTOPHER COLLIER	
DATE OF REVISION 20-APR-2012	BUYER CHRISTOPHER COLLIER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
1536	2%20DAYS/NET30DA YS	Paid	DESTINATION	UPS	Telephone: (800) 932-0160

DESCRIPTION
<p>Change Order #1</p> <p>This Change Order is issued to authorize a price increase effective May 1, 2012, in accordance with JCI Jones Chemicals, Inc.'s letter dated March 28, 2012, for supply and delivery of sodium hypochlorite 12.5% bulk, as requested by authorized King County Wastewater Treatment Department personnel, during the period of February 1, 2011 through January 31, 2016, in accordance with ITB #1359-10-RLJ, incorporated by reference, as if fully set forth herein.</p> <p>2012 Pricing: \$0.53/gallon</p> <p>Original Contract Pricing: \$0.48/gallon</p> <p>Individual Standard Purchase orders with unique Purchase Order numbers referencing this Contract Purchase Agreement will be issued by King County to authorize the purchase and payment of goods and services.</p> <p>All Invoices must reference the individual Standard Purchase Order number to avoid delay in payments.</p> <p>Supplier Contact: Michelle Trammell - Sales Coordinator PH: (253) 274-0104 FX: (1-253) 274-0733 Email: lerickson@jcichem.com</p>
 _____ Authorized Signature

COPY



King County

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

Invitation to Bid

ADVERTISED DATE: DECEMBER 23, 2010

Invitation to Bid (ITB) Title: Supply and Delivery of Sodium Hypochlorite

ITB Number: 1359-10-RLJ

Due Date: January 6, 2011 - 2:00 p.m.

Buyer: Rena Jackson, rena.jackson@kingcounty.gov, 206-263-9385

Term Supply Requirement

Furnish Sodium Hypochlorite, 12.5% bulk as requested by King County Waste Water Treatment personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 1,036,800.00

NO PRE-BID CONFERENCE

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

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered 1 to 3 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

JCI Jones Chemicals, Inc.

Address

1919 Marine View Drive

City/State /Postal Code

Tacoma, WA 98422

Signature

Michelle Trammell

Print name and title

Michelle Trammell, Sales Coordinator

Email

mtrammell@jcichem.com

Phone

(253) 274-0004

Fax

(253) 274-0733

SCS/DBE Certification Number

N/A

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.

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

1.16 Protest Procedures

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

2.4 King County Contracting Opportunities Program

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

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

Equal Benefit Worksheet and Declaration Form

Internal Revenue Service Form W-9 *

Certificate of Insurance and Endorsement * – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

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

2.9 Public Disclosure of Bids

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

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, date and time of delivery, amount delivered (metered), delivery site (base, plant, pump station), King County representative signature on delivery receipt, hours worked, total hours or related fees. If the quantity delivered differs between the metered quantity and the reading obtained by sticking the tank, both quantities must be recorded on the invoice and initialed by the Contractor. The Contractor is responsible for the correctness of each submitted invoice. Incorrect invoices will be returned unpaid for correction, reissue, and could result in delayed payment. Invoices must include excise tax.

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.

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.

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

and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

3.20 Nondiscrimination and Equal Employment Opportunity

- A. **Nondiscrimination in Employment** - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. **Equal Employment Opportunity Efforts** - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth

3.21 Non-Waiver of Breach

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

3.22 Severability

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

3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.24 Incorporation of Documents

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

4.5 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.

4.6 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.

4.7 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.

4.11 Independent Status of Contractor

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

4.12 Non-Disclosure Obligation

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

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.13 Insurance Requirements

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

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

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

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

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

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

Upon the failure of the Contractor to comply with these requirements in a reasonable time, the County may deem it expedient to repair damages and perform the necessary services at the expense of the Contractor.

If sodium hypochlorite is unloaded into the wrong storage tank, the Contractor is responsible for the immediate removal and replacement of both products, for any resulting damage and the loss of revenue.

5.6 Specifications

A. Sodium Hypochlorite with the following requirements:

1. 12.5 wt% minimum, technical grade.

To be used at the South Treatment Plant, West Point Treatment Plant and the future Brightwater Treatment Facility:

- As a disinfectant for secondary treatment effluent and water reuse;
- as a chemical for odor control for incoming sewage;
- in combination with caustic soda to form a scrubbing solution in the odor reduction towers to remove odorous compounds in the foul air generated from plant processes;
- and to a lesser extent, applied to inhibit microorganisms in the secondary treatment process and used in emergency high flow situations.

B. Sodium Hypochlorite with the following requirements:

1. 12.5 wt% minimum, technical grade.

2. Density 10.0 lbs/gallon.

3. Viscosity 3.5 cp at temperature 50F.

To be used at Alki Storm Weather Treatment Plant, Carkeek Storm Weather Treatment Plant, Elliot West CSO, Henderson Inlet and Carnation Plant:

- For disinfection.

To be used at York Pump Station:

- For odor and corrosion control.

12.5% Sodium Hypochlorite supplied to the municipality shall comply with all federal, state and local regulations, directives and accepted industry standards as currently in use and as revised in the future.

Any change in specifications shall immediately be submitted to the County for evaluation and/or approval. The County reserves the right to independently have chemical samples tested in determining contract compliance with the specifications. The supply and delivery of non-conforming chemical could result in contract termination.

5.7 Product Quality

All chemical delivered shall be free from impurities including water, dirt, harmful oils or additives, fibrous materials, and other contaminants. Any chemical delivered that is contaminated, shall be removed and replaced within forty-eight (48) hours. In case of damage directly traceable to contamination, the Contractor shall be responsible for all damages and costs incurred.

Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. or delivery arrangements can be mutually agreed upon by the County and Contractor. The Contractor shall notify King County personnel at the Division Control Buildings (manned 24-hour locations) one to two hours prior to intended delivery. For off-site deliveries, King County will coordinate with the Contractor on specific times for unloading chemical as these locations are not manned and require County personnel to unlock the gates at the sites.

Due to dangerous chemicals and plant processes at the South, West Point and Brightwater Treatment Plants, the driver of the truck unloading chemical may be required to watch a video regarding chemical awareness and safety upon their initial visit to these facilities.

Specific King County locations will schedule deliveries directly with the Contractor and the Contractor shall notify the user if a scheduled delivery will not be made or delivered on time.

In the event of emergencies the Contractor must be able to meet 24 hour delivery requests. Repeated non-delivery or failure to notify the County of an inability to deliver may be cause for Contract termination.

5.12 Point of Contact:

<u>Location</u>	<u>Contact Name</u>	<u>Phone Number</u>
South Treatment Plant	Steven Yee/Lead	(206) 684-2476
	Curtis Steinke/Alternate	(206) 684-2456
	Main Control/All Deliveries	(206) 684-2404
West Point Treatment Plant	Pedro de Artega/Lead	(206) 383-3810
	Showell Osborn/Alternate	(206) 263-3831
	Main Control/All Deliveries	(206) 263-3840
Brightwater Treatment Plant	Carol Nelson/Lead	(206) 263-9516
	Reception	(206) 263-9465
	Main Control/All Deliveries	To be determined

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price and reference checks. Bids stating price in effect at the time of shipment will not be accepted.

6.2 Delivery

Delivery is required as soon as possible and not later than ten 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 the following location. *3 days after Receipt of order.*

6.3 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 2 % - 20 Days, Net 30

6.4 Order and Delivery Plan

The Contract shall provide the following information for an Order and Delivery Plan.

Provide Regular Hours of Operation for King County personnel to place a normal order:

Monday	<u>7</u>	am	to	<u>5</u>	pm
Tuesday	<u>7</u>	am	to	<u>5</u>	pm
Wednesday	<u>7</u>	am	to	<u>5</u>	pm
Thursday	<u>7</u>	am	to	<u>5</u>	pm
Friday	<u>7</u>	am	to	<u>5</u>	pm

Provide Emergency Contact for this Contract:

- 1. Name: James Groh
- Work Phone: 253-274-0104
- Cell Phone: 253-405-3075
- Email: jgroh@jcichem.com

6.6 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, 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. References must be submitted with bid.

Company Name: City of Edmonds
Company Address: 121 5th Ave North
Edmonds, WA 98020
Company Phone: 425-771-0237
Contact Person: Stephen Koho
Dates: 11/4/09 - 11/4/11

Company Name: City of Port Townsend
Company Address: 250 Madison St #20
Port Townsend, WA 98368
Company Phone: 360-379-5089
Contact Person: Catherine McNabb
Dates: 5/21/10 - 5/20/11

Company Name: City of Everett
Company Address: 2935 Wetmore Ave
Everett, WA 98201
Company Phone: 425-257-8840
Contact Person: Clark Langstraat
Dates: 10/29/09 - 10/28/11

Company Name: Seattle Public Utilities
Company Address: 700 5th Ave Suite #4112
Seattle, WA 98124
Company Phone: 206-684-8310
Contact Person: Sharon Rothwell
Dates: 7/21/10 - 7/20/15



January 6, 2011

King County
Attention: Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104

RE: ITB # 1359-10-RLJ

To Whom It May Concern:

JCI Jones Chemicals, Inc. Tacoma, WA branch is equipped with a bleach machine capable of producing several thousand gallons of 12.5% sodium hypochlorite per hour. We have an ample supply of raw materials from more than one supplier so we are confident in the fact that we could comfortably supply the required estimated usage of 2,160,000 gallons of product on ITB #1359-10-RLJ.

Please call with any questions.

Sincerely,

A handwritten signature in cursive script that reads 'James Groh'.

James Groh
Branch Manager
JCI Jones Chemicals, Inc.
1919 Marine View Drive
Tacoma, WA 98422
(253) 274-0104/ph
(253) 274-0733/fax
jgroh@jcichem.com

JCI JONES CHEMICALS, INC.
Product Specification
Sunny Sol® 150 (FILTERED)

SPECIFICATION

	<u>MINIMUM</u>	<u>TYPICAL</u>	<u>MAXIMUM</u>
<u>Sodium Hypochlorite</u>			
Weight Percent	12.5	14.0	15.6
<u>Excess Sodium Hydroxide</u>			
Weight Percent	0.1	0.6	2.0
Grams/Liter	1.2	7.7	25.0
<u>Available Chlorine</u>			
Weight Percent	11.9	13.3	14.8
Trade (Volume) Percent	14.2	16.1	18.5
Grams/Liter	142	161.4	185
Specific Gravity @ 68°F (20°C)	1.196	1.211	1.249
Weight of Solution @ 68°F (20°C)	10.0	10.1	10.4
<u>Inert Ingredients</u>			<u>MAXIMUM</u>
Sodium Carbonate	Na_2CO_3		0.5% wt
Sodium Chloride	NaCl		12.5% wt
<u>Metals</u>			<u>MAXIMUM</u>
Arsenic	As		<0.500 mg/L
Barium	Ba		<0.050 mg/L
Cadmium	Cd		<0.050 mg/L
Chromium	Cr		<0.050 mg/L
Cobalt	Co		<0.050 mg/L
Copper	Cu		<0.050 mg/L
Iron	Fe		<0.050 mg/L
Manganese	Mn		<0.050 mg/L
Nickel	Ni		<0.050 mg/L
Selenium	Se		<0.500 mg/L
Silver	Ag		<0.050 mg/L
Mercury	Hg		<0.005 mg/L

Always read and follow the product label and Material Safety Data Sheet (MSDS).

(Continued on next page)

ITB #1359-10-RLJ - Sodium Hypochlorite, 12.5% Bulk
 Supply and Delivery of Sodium Hypochlorite
 DATE OF PRICE INCREASE: May 1, 2012
 JCI Jones Chemicals, Inc. Pricing:

Pricing	Cost per gallon	1st Year Estimated Annual Qty. Usage / gallon	Price per gallon	\$ Increase	% Increase
2012 Pricing	\$0.53	2,355,000.00	\$ 1,239,672.00	\$ 188,952.00	9.67%
2011 Pricing	\$0.48	2,189,000.00	\$ 1,050,720.00		

ITB #1359-10-RLJ

Supply and Delivery of Sodium Hypochloriate

Pricing	Cost per gallon	1st Year	5 Years	Total Cost Savings
New Pricing	\$0.48	\$ 1,016,064.00	\$ 1,574,640.00	\$ 558,576.00
Old Pricing	\$0.73	\$ 5,080,320.00	\$ 7,873,200.00	\$ 2,792,880.00