

**AGREEMENT
CITY OF YAKIMA
12337 Miscellaneous Chemicals**

THIS AGREEMENT, entered into on the date of last execution, between the City of Yakima, a Washington municipal corporation (“City”), and Newco Inc dba Cascade Columbia Distribution Co, (“Contractor”).

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Statement of Services

The Contractor shall provide items and service(s) (collectively referred to as “Services”) as outlined in Bid 12337 Miscellaneous Chemicals Specifications which are attached as Exhibit A.

2. Compensation

The City agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the deliverables and payment schedule of itemized prices as listed in the Contractor’s Bid submittal at the time and in the manner and upon the conditions provided for the Contract.

3. Contract Term

The period of this Contract shall be for a period of one (1) year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to two (2) additional years. For a total of three (3) years. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew or unless the Services have been completed to the City’s satisfaction prior to any automatic renewal.

4. Agency Relationship between City and Contractor

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

5. Successors and Assigns

- a. Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

6. Property Rights

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

7. Inspection, Production and Retention of Records

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Contractor’s records relating to the Services will be provided to the City upon the City’s request.
- b. Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation

payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c. All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima /Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

8. Compliance with Law

Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington State Contractor Registration number.
- c. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.
- d. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- e. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- f. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

9. Nondiscrimination Provision

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City contracts.

10. Pay Transparency Nondiscrimination Provision:

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

11. Indemnification and Hold Harmless

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the City's sole negligence.
- b. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- d. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- e. The terms of this Section shall survive any expiration or termination of this Contract.

12. Contractor's Liability Insurance

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract.

Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The following insurance is required:

a. **Commercial Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

b. **Automobile Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

c. **Employer's Liability (Stop Gap)**

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

Commercial General Liability:	Combined Single Limit:	\$2,000,000 Per Occurrence
		\$2,000,000 Annual Aggregate
Automobile Liability		\$2,000,000 Per Occurrence

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Contract.

13. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

14. Contract Documents

This Contract, the Invitation to Bid 12337 Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with City of Yakima documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

15. Termination

Termination for Cause

In the event the Contractor breaches this Contract, the City may terminate the Contract at its sole discretion in such event that it provides the Contractor with written notice of Contractor's breach and the Contractor fails to cure its breach within 30 days of this notice.

In the event the City breaches this Contract, the Contractor may terminate the Contract at its sole discretion in such event that it provides the City with written notice of City's breach and the City fails to cure its breach of the Contract within 60 days of this notice.

The following represents a non-exclusive, illustrative list of instances that shall be considered a breach by the Contractor:

- a. Defaults on an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington;
- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information;
- l. Contractor performance threatens the health or safety of a City, County or municipal employee; or

Termination for Convenience

The City may terminate the Contract, without cause, by providing 30 days written notice of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the City, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the City, the Contractor may be compensated for the actual service hours provided. The City shall be entitled to a refund for goods or

services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

Change in Funding

In addition to the above termination provisions, if the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

16. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

17. Re-Award

When the contract is terminated by the Contractor upon providing the written notice as herein required, the City, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer within 120 days from original award.

When a Contractor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible Proposer within 120 days from original award.

18. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics/pandemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

19. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

20. Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

21. Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that they have has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

22. Notice of Change in Financial Condition

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

23. Change or Notice

Any alterations, including changes to the nature of the service, made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:
Mike Price
Wastewater/Stormwater Division Manager
City of Yakima
2220 East Viola
Yakima WA, 98901

COPY TO:
Christina Payer
Buyer 2
City of Yakima
129 North 2nd Street
Yakima, WA 98901

TO CONTRACTOR:
Newco Inc dba
Cascade Columbia Distribution Co
6900 Fox Ave S
Seattle, WA 98108

24. Survival

The foregoing sections of this Contract, 1-24 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

**NEWCO INC
dba CASCADE COLUMBIA DISTRIBUTION CO**

City Manager

By: _____

Date: _____

Date: _____

Attest:

(Print name)

City Clerk

List of Exhibits attached to this contract

Exhibit A – Specifications

Exhibit B – Contractor's Bid Form

EXHIBIT A SPECIFICATIONS

City of Yakima
NOTICE TO BIDDERS
BID 12337

Notice is hereby given by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 2:00:00 PM PST on August 31, 2023. Bids will be publicly opened in Yakima City Hall, Council Chambers, 129 N. 2nd Street, Yakima, Washington 98901. At such time, Bids will be publicly read for: **Miscellaneous Chemicals**

Instructions to register with PublicPurchase.com are available at www.yakimawa.gov/services/purchasing.

The City of Yakima reserves the right to reject any & all BIDs. The City hereby notifies all Bidders that it will affirmatively ensure compliance with WA State Law Against Discrimination (RCW chapter 49.60) & the Americans with Disabilities Act (42 USC 12101 et set.)

Dated August 14, 2023 Publish on August 16 & 18, 2023
Christina Payer, Buyer II



**CITY OF YAKIMA INVITATION TO BID 12337
COVER SHEET**

THIS IS NOT AN ORDER

BID Release Date: August 16, 2023

Bid Receipt: Bidders must first register with PublicPurchase.com and Bid shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Bids will not be accepted or evaluated. If you try to submit a Bid late, the electronic system will not receive it. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted

BIDS ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM

Purchasing For: City of Yakima Waste Water Treatment Plant 2220 East Viola Yakima, WA 98901	Buyer in charge of this procurement (Contact for further information): Christina Payer, CPPB Buyer II
Bids Must be completely uploaded by: August 31, 2023 at 2:00:00 PM PST Public Opening <input checked="" type="checkbox"/>	Phone: (509) 576-6696 E-Mail Address: christina.payer@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

Miscellaneous Chemicals for Waste Water Treatment Plant

Enter Prompt Payment Discount: _____% net _____ days	We/I will complete delivery within _____ days after receipt of order.
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Delivery Details: FOB Destination, Freight Prepaid, ~~Inside Delivery required~~

I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, 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 City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima in this Invitation to Bid and all terms of our Bid.

Company Name	Company Address	
Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Email Address

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INVITATION TO BID # 12337

Miscellaneous Chemicals

II. GENERAL INFORMATION

1. Purpose

It is the intent and purpose of these specifications to describe Miscellaneous Chemicals in sufficient detail to secure bids on comparable units, equipment parts and material. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the Bidder.

2. Contracting Agency and Point of Contact

This BID is issued by the City of Yakima Purchasing Division. The person responsible for managing this BID process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this BID until a Contract is issued, all contacts (pertaining to this solicitation) with City's employees, and other personnel performing official business for the City regarding this BID shall be made through the Buyer listed on page 2. Contact with other City personnel regarding this BID is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Bid and disqualification of the Bidder.

3. Exceptions

Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder, including the cost to meet the insurance requirements.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

4. More or Less

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

5. Published List Prices

If applicable, a copy of your published list prices shall be included in the Bid package. Each Bidder shall bid a percentage discount based on this published list in the space provided on the Price /Cost Sheet.

It is understood that the discount quoted on this Bid shall be based on the attached published list price and these shall be the prices paid during the life of the contract.

6. Delivery/Completion

Each bidder is required to list on the Bid form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery/completion is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar

days may be sufficient grounds for rejection of Bid.

7. Delivery Acceptance

Delivery will be accepted by the City of Yakima FOB Waste Water Treatment Plant, 2220 East Viola, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The successful Bidder's personnel making the delivery shall instruct City personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

8. Delivery of Unapproved Substitutions

Contractors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the Contractor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending Contractor's name from the City bid list for a period of up to three (3) years.

9. Unsatisfactory Product

If the Bidder's product is unsatisfactory, but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option a new Vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material which does not meet specifications, will be assumed by the Vendor.

10. Contract Term

See Section 3 of Contract

11. Pricing and Discount

Pricing: Pricing shall be prepared with the following terms.

The successful Bidder shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials/product and completing the work provided for in this Bid and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima. Surcharges for fuel, delivery/hauling, hazardous material disposal, environmental fees or similar will not be allowed. Relevant charges for these items shall be included in the base bid price.

All successful Bidders are subject to the minimum insurance requirements as outlined in the sample contract. BIDDERS MUST INCORPORATE THE COST TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THE BID PRICE. Requests for lower insurance limits will be denied.

Prices established in continuing agreements and term agreements may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award.

Discounts: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

14. Price Clarifications

The City reserves the right to clarify any pricing discrepancies related to assumptions on the part of Bidders. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.

15. Price Increases

Requests for Rate Increases must be delivered to the Buyer listed on Page 2, in accordance with the rules below. The Purchasing Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Purchasing Manager.

Any increase proposed shall be submitted to the Buyer listed on page 2, thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- A. **Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.
- B. **Fixed Product Pricing:** For product and supply contracts that provide on-going, multiple year supply. Original pricing shall be fixed and firm for the first year of the contract.

Price requests are at the discretion of the Purchasing Manager; and must also be:

- a. The direct result of increases at the manufacturer's level (or if Bidder is a supplier of a raw material delivered directly to the City such as brass, the increase must be verified at the supplier level).
- b. Incurred after contract commencement date.
- c. Not produce a higher profit margin than that on the original contract.
- d. Clearly identify the items impacted by the increase.
- e. Be filed with Purchasing Manager a minimum of thirty (30) calendar days before the effective date of proposed increase.
- f. Be accompanied by detailed documentation acceptable to the Purchasing Manager sufficient to warrant the increase.
- g. Should not deviate from the original contract pricing scheme/methodology.

The United States published indices such as the Producer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. The PPI Commodity Data is available at <https://www.bls.gov/ppi/detailed-report/home.htm#2021>.

The adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment. If no adjustment is mutually agreed upon; the contractor may provide a notice to cancel as outlined in the contract under Section 15, Termination for Convenience.

16. Price Decreases

During the contract period and any renewals thereof, any price declines at manufacturer's level shall be reflected in a reduction of the contract price to the City, retroactive to the date they were effective to the bidder.

17. Expansion Clause

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the bidder, as long as the price of such additional products is based on the same cost/profit formula as the listed item(s). At any time during the term of this contract, other City departments may be added, if both parties agree.

18. Warranty

Unless otherwise specifically stated by the Bidder, all goods and services furnished shall be warranted against defects or faulty workmanship and materials by the Contractor for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement. Contractor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Contractor's warranties (and any more favorable warranties, service policies, or similar undertaking of Contractor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Warranty Coverage

Warranty coverage will not commence until the date the completed unit is put into service as reported by the City; or thirty (30) days after final payment for the unit(s); whichever occurs first.

20. Permits

All necessary permits required to perform work are to be supplied by the Contractor at no addition cost to the City.

21. Regulations and Codes

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City safety codes.

22. Spill Clean Up

The Contractor shall be responsible for all costs resulting from spillage attributable to their negligence, which may occur during transit or unloading operations. The Contractor shall immediately report and clean up any spillage. If Contractor fails to perform the above actions, the purchaser shall take corrective action and back-charge the Contractor for all related costs.

23. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Contractor shall, at the time of product delivery, provide the CITY with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation. This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

24. Pollution Liability Coverage

At least as broad as that provided under ISO Pollution Liability - Broadened Coverage for Covered Autos

Endorsement CA 99 48 shall be provided and the Motor Carrier Act Endorsement (MCS 90) shall be attached and required after award and must cover all vehicles to be used with this contract.

25. Prompt Payment

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City, period of entitlement begins only after:

- Receipt of a properly completed invoice
- Receipt of all supplies, equipment or services ordered
- Satisfactory completion of all contractual requirements

26. Payments

Contractor is to submit properly completed invoice(s) to:

City of Yakima, Accounts Payable, 129 N. 2nd Street, Yakima, WA 98901.

To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the Contractor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

27. Payment Method – Credit Card Acceptance

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The City's preferred method of payment is by procurement (credit) card. Respondents may be required to have the capability of accepting the City's authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

28. Acceptance of Terms

Acceptance of a City Purchase Order (PO) for any units affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached equipment specification(s); including all penalties mentioned.

29. Sales Tax

The City of Yakima's Sales Tax rate is currently 8.3%. However, the amount of sales tax will not be considered in determining which bid is the lowest and best bid.

30. Tax Revenues

RCW 39.30.040 allows the City to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, in determining which bid is the lowest bid, after the tax revenue has been considered.

31. Clarifications and/or Revisions to Specification and Requirements

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Buyer of such concern and request modification or clarification of the BID document.

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the BID document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) business days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered (per instructions on website) for updates to this BID.

If any requirements of the BID are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

32. Incurring Costs

The City is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID.

33. No Obligation to Contract

This BID does not obligate the City to contract for service(s), or product(s) specified herein. City reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

34. Retention of Rights

The City retains the right to accept or reject any or all Bids or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

All Bids become the property of City upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to City shall be the exclusive property of City and may be used by the City at its option.

35. Points Not Addressed

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

36. Other City Departments/Like Items Added

At any time during the term of this contract, or any extension thereof, other City departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

37. Materials Bought from Different Supplier

Should the Contractor be unable to or refuse to supply materials, on any given day, against this predetermined delivery schedule to which the supplier has agreed and the City is forced to do the work with materials bought from a different supplier, the difference in the Bid price of the materials and that paid the new supplier, in order to do the work, shall be charged to and paid for by the Contractor holding the Bid award for these products.

Contractor shall not, however, be responsible for delays in delivery due to:

- Unavoidable mechanical breakdowns
- Strikes
- Inability to secure component materials
- Acts of God
- Fire

Provided the Buyer listed on Page 2 is notified in writing by the Contractor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

38. Re-Award

When the contract is terminated by the City or the Contractor upon providing the written notice as herein required, the City, may re-award the contract to the next most responsible bidder within 120 days from original award.

39. Errors and Omissions

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

40. Changes

Any proposed change in this contract shall be submitted in writing to the Buyer listed on Page 2 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

III. PREPARING AND SUBMITTING A BID

1. General Instructions

Failure to conform to the BID specifications and respond to each of the submittal requirements may be the basis for rejection of a bid. Refer to Section IV Bidder's Checklist to ensure your Bid is responsive.

2. Submitting a Bid

Bids shall be completely uploaded into PublicPurchase.com no later than the date and time listed on Page 2 of this BID. Late Bids will not be accepted or evaluated. If you try to submit a Bid Late, the electronic system will not receive it.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, Bidder's response will be opened on the next business day of the City, at the originally scheduled hour.

Bidders must submit their bid electronically through PublicPurchase.com where they will be kept in an electronic lockbox until date and time of opening. To register as a Vendor/Bidder with Public Purchase, go to www.publicpurchase.com or the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing. The City is not responsible for late bids due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any bids. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

Bids are not considered to be confidential per Washington State Public Records Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after contract opening.

3. Prohibition of Bidder Terms & Conditions

A Bidder may not submit the Bidder's own contract terms and conditions in a response to this Invitation to Bid. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.

4. Multiple Bids

Multiple Bids from a Bidder will be permissible; however, each Bid must conform fully to the requirements for Bid submission. Each such Bid must be submitted separately and labeled as Bid #1, Bid #2, etc. on the first page of their response.

5. Withdrawal of Bids

Bidders may withdraw or supplement their Bid at any time up to the bid closing date and time. If a previously submitted bid is withdrawn before the bid due date and time, the Bidder may submit another Bid at any time up to the bid closing date and time. After bid closing date and time, all submitted Bids shall be irrevocable until contract award.

IV. BIDDERS CHECKLIST

Bidder must complete and upload, as part of their Bid submittal, all required forms listed below in accordance with Section III - Preparing and Submitting a Bid. The list below may not be all inclusive. Be sure to READ the entire Bid document and include everything that is required.

- Cover Sheet/Signature Page Page 2
- Technical Specification Analysis Pages 14 & 15
- Bid Form Page 16
- Bidder and Safety Questionnaire Pages 17-19

V. EVALUATION AND CONTRACT AWARD

1. Bid Evaluation

The evaluation and selection of a Bidder will be based on the information submitted in the Bid. Award will be made to a responsible Bidder with the lowest responsive Bid. Evaluation of Bids and determination of Bidder responsibility shall be based on past experience with Bidder, proposed manufacturer's service availability, parts availability, equipment design and functionalism, effect on productivity, and Bidder's supporting documentation.

2. Offer in Effect for Ninety (90) Days

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

3. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima’s Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: kristine.white@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the BID shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no more than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Bidder:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal response, the protest may be appealed to the Executive. The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the bidder received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the City.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

4. Sample Contract and Terms and Conditions

The Sample Contract provided with this Bid Specification represents the terms and conditions which the Owner expects to execute in a contract with the successful Bidder. Bidders must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Bidder's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner.

VI. TECHNICAL SPECIFICATIONS

The Bidder must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Bidder must complete the following Technical Specification Section using one of the following responses for each of the specifications.

- Y – Yes.** The Bidder’s proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.
- N – No.** The Bidder’s product does not currently satisfy the entire requirement, and the Bidder’s delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder’s product partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Bidder’s product does not currently satisfy the requirement, but the Bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Bidder’s base products.

1. Technical Specification Analysis

The following Technical Specifications Analysis shall be answered with a Y of N. Checking “NO” on any item will not necessarily disallow a Bid. The City shall be the sole judge as to whether an exception is acceptable or not. Bidders are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid. **Technical Specification Analysis shall be returned with the Bid Submittal.** FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID BID SUBMITTAL.

Item #	Specification	Yes	No	Comments
1	37-43% Ferric Chloride Solution: Meets the following Specifications: Chemical symbol: FeCl ₃ Percent dry chemical by weight: 37-43% Maximum percent ferrous chloride (FeCl ₂) 0.75% Free Acid as HCL 1.0% maximum Insoluble 80ppm maximum Percent total iron: 12.7 to 14.8 Typical specific gravity: 1.40 Typical Weight per gallon: 11.68			
2	The Ferric chloride liquid solution must not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.			
3	The ferric chloride solution supplied must not contain any impurities that cause abnormally rapid decomposition of the City’s storage vessels.			

Item #	Specification	Yes	No	Comments
4	75% Phosphoric Acid: Chemical symbol: H ₃ PO ₄ Percent dry chemical by weight: 74 – 75.5% (54.6% as phosphorous pentoxide P ₂ O ₅).			
5	The phosphoric acid liquid solution must not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.			
6	The phosphoric acid solution supplied must not contain any impurities that cause abnormally rapid decomposition of the City's storage vessels.			
7	Urea – Fertilizer Grade: Chemical symbol: CH ₄ N ₂ O Pellets or prill minimum 46% Nitrogen Biuret 1% maximum Moisture 1% maximum			
8	The urea shall not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.			
9	The urea supplied must not contain any impurities that cause abnormally rapid decomposition of the City's storage vessels.			

VII. BID FORM

INVITATION TO BID NO. 12337

TO BIDDER: PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN NINETY (90) CALENDAR DAYS.

Quote your lowest price for the following:

Schedule I					
ITEM NO.	QTY.	UNIT	DESCRIPTION	Unit Price	Total Price
1.	40,000	Pounds	37 – 43% Ferric Chloride Solution: Delivered in returnable 3,300 (minimal) pound totes, or tanker delivery to customer-owned tote at customer facility in 3,500 pound quantity. Specify Size: _____	\$ _____	\$ _____
2.	40,000	Pounds	75% Phosphoric Acid – Fertilizer Grade: Delivered in returnable 3,300 (minimal) pound totes Minimum shipment of 3,300 pounds, delivered within 10 business days of order. Bid in cost per delivered pound. Specify Size: _____	\$ _____	\$ _____
3.	36,000	Pounds	Urea – Fertilizer Grade: In uncoated prill or pellets (must dissolve quickly in water tank with mixing). Delivered in 1-ton super sacks on pallets, maximum of 2 super sacks per pallet. Super sacks must have straps on top for lifting, and tie-able spout on bottom. Minimum shipment of two super sacks, delivered within 10 business days of order. Bid in cost per delivered pound.	\$ _____	\$ _____
Subtotal:				\$ _____	
Tax 8.3%: <i>Washington State Destination Based</i>				\$ _____	
Total:				\$ _____	
Freight FOB Destination:				INCLUDED	
LIST DISCOUNT OFFERED OFF LIST PRICE FOR ANY OTHER ITEMS NOT SPECIFICALLY LISTED:				_____ %	

VIII. BIDDER AND SAFETY QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the CITY requires further description, the CITY may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the CITY with your Bid. **Failure to submit this form fully complete, may result in disqualification of Bid Proposal.**

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this Bid Proposal:

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

SAFETY QUESTIONNAIRE

1. Is Ferric Chloride Solution, Phosphoric Acid, or Urea shipped on radio-equipped trucks?

Yes No

2. What safety equipment is carried on the delivery trucks?

A. _____

B. _____

C. _____

D. _____

E. _____

3. What is your unloading procedure (using the above listed safety equipment)?

4. What emergency training will the drivers receive?

Name of Course:

Number of Hours:

Date of Training:

A. _____

B. _____

C. _____

5. What procedures are proposed for emergencies during transport?
(I.e. Will local Fire Departments be notified of transport routes and times?)

A. _____

B. _____

C. _____

D. _____

6. Who in the supplier's organization do we contact in case of emergency?

(Name, Position, Phone number)

IX. SAMPLE CONTRACT

AGREEMENT CITY OF YAKIMA 12337 Miscellaneous Chemicals

THIS AGREEMENT, entered into on the date of last execution, between the City of Yakima, a Washington municipal corporation (“City”), and _____, (“Contractor”).

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Statement of Services

The Contractor shall provide items and service(s) (collectively referred to as “Services”) as outlined in Bid 12337 Miscellaneous Chemicals Specifications which are attached as Exhibit A.

2. Compensation

The City agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the deliverables and payment schedule of itemized prices as listed in the Contractor’s Bid submittal at the time and in the manner and upon the conditions provided for the Contract.

3. Contract Term

The period of this Contract shall be for a period of one (1) year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to two (2) additional years. For a total of three (3) years. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew or unless the Services have been completed to the City’s satisfaction prior to any automatic renewal.

4. Agency Relationship between City and Contractor

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

5. Successors and Assigns

- a. Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

6. Property Rights

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

7. Inspection, Production and Retention of Records

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and

proper facilities, and/or send copies of the requested documents to the City. Contractor's records relating to the Services will be provided to the City upon the City's request.

- b. Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima /Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

8. Compliance with Law

Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington State Contractor Registration number.
- c. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.
- d. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- e. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- f. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

9. Nondiscrimination Provision

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory,

mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City contracts.

10. Pay Transparency Nondiscrimination Provision:

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

11. Indemnification and Hold Harmless

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the City's sole negligence.
- b. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- d. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- e. The terms of this Section shall survive any expiration or termination of this Contract.

12. Contractor's Liability Insurance

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract.

Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The following insurance is required:

a. Commercial Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

b. Automobile Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

c. Employer's Liability (Stop Gap)

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall

maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

Commercial General Liability:	Combined Single Limit:	\$2,000,000 Per Occurrence
		\$2,000,000 Annual Aggregate
Automobile Liability		\$2,000,000 Per Occurrence

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Contract. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

13. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

14. Contract Documents

This Contract, the Invitation to Bid 12337 Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with City of Yakima documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

15. Termination

Termination for Cause

In the event the Contractor breaches this Contract, the City may terminate the Contract at its sole discretion in such event that it provides the Contractor with written notice of Contractor's breach and the Contractor fails to cure its breach within 30 days of this notice.

In the event of the City breaches this Contract, the Contractor may terminate the Contract at its sole discretion in such event that it provides the City with written notice of City's breach and the City fails to cure its breach of the Contract within 60 days of this notice.

The following represents a non-exclusive, illustrative list of instances that shall be considered a breach by the Contractor:

- a. Defaults on an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington;

- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information;
- l. Contractor performance threatens the health or safety of a City, County or municipal employee; or

Termination for Convenience

The City may terminate the Contract, without cause, by providing 30 days written notice of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the City, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the City, the Contractor may be compensated for the actual service hours provided. The City shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

Change in Funding

In addition to the above termination provisions, if the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

16. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

17. Re-Award

When the contract is terminated by the Contractor upon providing the written notice as herein required, the City, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer within 120 days from original award.

When a Contractor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible Proposer within 120 days from original award.

18. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics/pandemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

19. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

20. Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

21. Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that they have has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

22. Notice of Change in Financial Condition

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

23. Change or Notice

Any alterations, including changes to the nature of the service, made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor’s duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:
Mike Price
Wastewater/Stormwater Division Manager
City of Yakima
2220 East Viola
Yakima WA, 98901

COPY TO:
Christina Payer
Buyer 2
City of Yakima
129 North 2nd Street
Yakima, WA 98901

TO CONTRACTOR:

24. Survival

The foregoing sections of this Contract, 1-26 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

[ENTER CONTRACTOR NAME]

City Manager

By: _____

Date: _____

Date: _____

Attest:

(Print name)

City Clerk

List of Exhibits attached to this contract

Exhibit A – Specifications

Exhibit B – Contractor’s Bid Form

EXHIBIT A SPECIFICATIONS

EXHIBIT B CONTRACTOR'S BID FORM

X. SAMPLE CERTIFICATE OF INSURANCE/ADDITIONAL INSURED ENDORSEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE	CONTACT NAME: INSURANCE AGENT INFORMATION PHONE (A/C No. Ext): _____ FAX (A/C No): _____ E-MAIL ADDRESS: _____														
INSURED Entity Insured Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: A-VIII OR BETTER, ADMITTED CARRIER</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: A-VIII OR BETTER, ADMITTED CARRIER		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$ 2,000,000
A				POLICY NUMBER	START DATE	STOP DATE	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			POLICY NUMBER	START DATE	STOP DATE	PERSONAL & ADV INJURY	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____						GENERAL AGGREGATE	\$ 2,000,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	POLICY NUMBER	START DATE	STOP DATE	PRODUCTS - COMP/OP AGG	\$ 2,000,000
				STOP GAP/ EL ONLY			COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER City of Yakima Purchasing Department 129 N. 2nd St. Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>The City of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Where required by written contract or agreement executed prior to loss (except where not permitted by law).</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



CITY OF YAKIMA PURCHASING DIVISION

• 129 North 2nd Street • Yakima, Washington • 98901 • (509) 575-6093

August 25, 2023

Subject: Bid 12337 Miscellaneous Chemicals

Addendum No. 1 - Amendment to Bid Specifications & Clarifications

1. Amendment to Bid Specifications:

A. Inside Delivery – Cover Sheet, page 2

Delivery Details: FOB Destination, Freight Prepaid, ~~Inside Delivery required~~

Inside delivery is not required.

2. Clarification to Bid Specifications

A. Lift gate on delivery truck(s) is required.

Please acknowledge receipt of this addendum on the Cover Sheet, page two (2), of the Bid document.

If you have any questions please contact me at (509) 576-6696.

Sincerely,

Christina Payer, CPPB

Buyer II - City of Yakima Purchasing

CC: Mike Price, Wastewater Manager

File



CITY OF YAKIMA PURCHASING DIVISION

• 129 North 2nd Street • Yakima, Washington • 98901 • (509) 575-6093

August 30, 2023

Subject: Bid 12337 Miscellaneous Chemicals
Addendum No. 2 – Due Date Correction to Bid Specifications & Clarifications

1. Due Date Correction to Bid Specifications:

- A. Due date in bid documents changed to September, 7, 2023 to match due date entered in PublicPurchase.com.

**City of Yakima
NOTICE TO BIDDERS
BID 12337**

Notice is hereby given by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 2:00:00 PM PST on ~~August 31, 2023~~ **September 7, 2023**. Bids will be publicly opened in Yakima City Hall, Council Chambers, 129 N. 2nd Street, Yakima, Washington 98901. At such time, Bids will be publicly read for: **Miscellaneous Chemicals**

Please acknowledge receipt of this addendum on the Cover Sheet, page two (2), of the Bid document.

If you have any questions please contact me at (509) 576-6696.

Sincerely,

Christina Payer, CPPB
Buyer II - City of Yakima Purchasing

CC: Mike Price, Wastewater Manager
File

EXHIBIT B CONTRACTOR'S BID FORM



**CITY OF YAKIMA INVITATION TO BID 12337
COVER SHEET**

THIS IS NOT AN ORDER

BID Release Date: August 16, 2023

Bid Receipt: Bidders must first register with PublicPurchase.com and Bid shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Bids will not be accepted or evaluated. If you try to submit a Bid late, the electronic system will not receive it. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted

BIDS ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM

Purchasing For: City of Yakima Waste Water Treatment Plant 2220 East Viola Yakima, WA 98901	Buyer in charge of this procurement (Contact for further information): Christina Payer, CPPB Buyer II
Bids Must be completely uploaded by: August 31, 2023 at 2:00:00 PM PST Public Opening <input checked="" type="checkbox"/>	Phone: (509) 576-6696 E-Mail Address: christina.payer@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

Miscellaneous Chemicals for Waste Water Treatment Plant

Enter Prompt Payment Discount: <u>N/A</u> % net <u>30</u> days	We/I will complete delivery within <u>3-5</u> days after receipt of order.
--	--

Delivery Details: FOB Destination, Freight Prepaid, Inside Delivery required

I hereby acknowledge receiving addendum(a) _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, 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 City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima in this Invitation to Bid and all terms of our Bid.

Company Name Newco Inc. dba Cascade Columbia Distribution Co.	Company Address 6900 Fox Ave. S. Seattle, WA 98108	
Name of Authorized Company Representative (Type or Print) Lance Jones	Title Municipal Contracts Manager	Phone (206) 282-6334 Fax (206) 282-6330
Signature of Above 	Date 8/24/2023	Email Address lancej@cascadecolumbia.com

- Y – Yes.** The Bidder’s proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.
- N – No.** The Bidder’s product does not currently satisfy the entire requirement, and the Bidder’s delivered product will not satisfy the requirement.
- E – Explanation.** The Bidder’s product partially satisfies the requirement and an explanation is included in the response.
- MR – Modification Required.** The Bidder’s product does not currently satisfy the requirement, but the Bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Bidder’s base products.

1. Technical Specification Analysis

The following Technical Specifications Analysis shall be answered with a Y or N. Checking “NO” on any item will not necessarily disallow a Bid. The City shall be the sole judge as to whether an exception is acceptable or not. Bidders are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid. **Technical Specification Analysis shall be returned with the Bid Submittal.** FAILURE TO DO SO WILL BE CAUSE FOR REJECTION OF SAID BID SUBMITTAL.

Item #	Specification	Yes	No	Comments
1	37-43% Ferric Chloride Solution: Meets the following Specifications: Chemical symbol: FeCl ₃ Percent dry chemical by weight: 37-43% Maximum percent ferrous chloride (FeCl ₂) 0.75% Free Acid as HCL 1.0% maximum Insoluble 80ppm maximum Percent total iron: 12.7 to 14.8 Typical specific gravity: 1.40 Typical Weight per gallon: 11.68	X		
2	The Ferric chloride liquid solution must not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.	X		
3	The ferric chloride solution supplied must not contain any impurities that cause abnormally rapid decomposition of the City’s storage vessels.	X		

Item #	Specification	Yes	No	Comments
4	75% Phosphoric Acid: Chemical symbol: H ₃ PO ₄ Percent dry chemical by weight: 74 – 75.5% (54.6% as phosphorous pentoxide P ₂ O ₅).	X		
5	The phosphoric acid liquid solution must not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.	X		
6	The phosphoric acid solution supplied must not contain any impurities that cause abnormally rapid decomposition of the City's storage vessels.	X		
7	Urea – Fertilizer Grade: Chemical symbol: CH ₄ N ₂ O Pellets or prill minimum 46% Nitrogen Biuret 1% maximum Moisture 1% maximum			N/A
8	The urea shall not contain any impurity in sufficient quantities that causes the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.			N/A
9	The urea supplied must not contain any impurities that cause abnormally rapid decomposition of the City's storage vessels.			N/A

VII. BID FORM

INVITATION TO BID NO. 12337

TO BIDDER: PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN NINETY (90) CALENDAR DAYS.

Quote your lowest price for the following:

Schedule I					
ITEM NO.	QTY.	UNIT	DESCRIPTION	Unit Price	Total Price
1.	40,000	Pounds	37 – 43% Ferric Chloride Solution: Delivered in returnable 3,300 (minimal) pound totes, or tanker delivery to customer-owned tote at customer facility in 3,500 pound quantity. Specify Size: <u>3600 lbs.</u>	\$ <u>.55/ lbs.</u>	\$ <u>22,000.00</u>
2.	40,000	Pounds	75% Phosphoric Acid – Fertilizer Grade: Delivered in returnable 3,300 (minimal) pound totes Minimum shipment of 3,300 pounds, delivered within 10 business days of order. Bid in cost per delivered pound. Specify Size: <u>3500 lbs.</u>	\$ <u>1.11/ lbs.</u>	\$ <u>44,400.00</u>
3.	36,000	Pounds	Urea – Fertilizer Grade: In uncoated prill or pellets (must dissolve quickly in water tank with mixing). Delivered in 1-ton super sacks on pallets, maximum of 2 super sacks per pallet. Super sacks must have straps on top for lifting, and tie-able spout on bottom. Minimum shipment of two super sacks, delivered within 10 business days of order. Bid in cost per delivered pound.	\$ <u>No Bid</u>	\$ <u>No Bid</u>
Subtotal:				\$ <u>66,400.00</u>	
Tax 8.3%: <i>Washington State Destination Based</i>				\$ <u>5511.20</u>	
Total:				\$ <u>71,911.20</u>	
Freight FOB Destination:				INCLUDED	
LIST DISCOUNT OFFERED OFF LIST PRICE FOR ANY OTHER ITEMS NOT SPECIFICALLY LISTED:				<u>N/A</u> %	

VIII. BIDDER AND SAFETY QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the CITY requires further description, the CITY may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the CITY with your Bid. **Failure to submit this form fully complete, may result in disqualification of Bid Proposal.**

Bidder's Legal Name: Newco Inc.

Company's dba: (if applicable) Cascade Columbia Distribution Co.

CEO/President Name: Robert Code

Business License No. _____ UBI No. 600 109 981 Federal EIN No. 91-0904432

Phone (206) 282-6334 Toll Free Phone () _____

FAX (206) 282-6330 E-Mail Address lancej@cascapecolumbia.com

Mailing Address 6900 Fox Ave. S.

City Seattle State WA Zip + 4 98108

Physical Address 6900 Fox Ave. S.

City Seattle State WA Zip + 4 98108

Name the person to contact for questions concerning this Bid Proposal:

Name Lance Jones Title Municipal Contracts Manager

Phone (206) 282-6334 Toll Free Phone () _____

FAX (206) 282-6330 E-Mail Address lancej@cascapecolumbia.com

Mailing Address 6900 Fox Ave. S.

City Seattle State WA Zip + 4 98108

Physical Address 6900 Fox Ave. S.

City Seattle State WA Zip + 4 98108

SAFETY QUESTIONNAIRE

1. Is Ferric Chloride Solution, Phosphoric Acid, or Urea shipped on radio-equipped trucks?
Yes No - Driver's carry cellular phones and trucks are GPS tracked

2. What safety equipment is carried on the delivery trucks?

A. PPE for Drivers

B. Absorbent Pads

C. _____

D. _____

E. _____

3. What is your unloading procedure (using the above listed safety equipment)?

Packaged material is delivered via van truck with liftgate. Use of
pallet jack to place on customer dock. If a leak occurs the safety equipment is used.

4. What emergency training will the drivers receive?

Name of Course:	Number of Hours:	Date of Training:
A. <u>DOT General Awareness</u>	<u>6+</u>	<u>within last 3 years</u>
B. <u>GHS Hazcom</u>	<u>6+</u>	<u>within last 3 years</u>
C. <u>PPE</u>	<u>6+</u>	<u>within last 3 years</u>

5. What procedures are proposed for emergencies during transport?
(I.e. Will local Fire Departments be notified of transport routes and times?)

A. (see attached regarding Cascade Columbia's emergency response)

B. _____

C. _____

D. _____

6. Who in the supplier's organization do we contact in case of emergency?

James "JJ" Holmes, Operations Manager, 206-282-6334

(Name, Position, Phone number)

Emergency Response & Public Preparedness	Section 7	Procedure 1.1
Page 1 of 1	Effective: 5/15/14 Supersedes:09/27/10	Transportation Incidents

Transportation Incidents

If a release of a material, hazardous or non hazardous, is discovered during transportation, it is incumbent upon the driver to attempt, with reasonable effort, to stop and contain any spilled material. The following emergency procedures will apply:

Procedure:

1. If proper PPE and equipment is available and there is no risk to the driver, he/she should attempt to stop or reduce the release by containment.
2. When the release is controlled, the driver shall contact branch management to report the incident. This should be done before the vehicle is moved unless it is necessary to move the vehicle for safety reasons.
3. Branch Management will assess the need to either contact the local response agency or to respond with company personnel and equipment.
4. If it is determined that a reportable quantity (RQ) amount has been released, Branch Management will contact appropriate Federal and State authorities to report the spill.
5. Once the spill/release has been mitigated and contacts to appropriate personnel are made, the driver will complete the Incident Report as completely as possible as soon as possible while information is fresh, at least within 48 hours as required by law. This report will be furnished to Branch Management for further review and follow up.

Miscellaneous:

1. Insure that each driver has appropriate PPE in his/her truck
2. Have available in each trailer minimum spill cleanup materials i.e. absorbent materials, 5 gal bucket, and any overpack needs
3. Take pictures if necessary with cell phone camera

Security Notes:

1. If the driver discovers real or attempted theft or tampering of load en route, call Branch Management immediately.
2. Do not discuss load, delivery times, etc. with strangers.
3. Call 911 if at all alarmed by suspicious behavior around the truck.

(RDP IIV A, B, C; 13C, D, I)

Handling & Storage	Section 4	Procedure 7
Page 1 of 1	Effective: 07/14/2017 Supersedes: 10/25/2016	Loading/ Unloading Non-Bulk Shipments

Loading / Unloading Non-Bulk Shipments

Policy: It is the policy of Cascade Columbia Distribution Co. to provide for loading and unloading chemicals at Company facilities that result in protection of the environment and ensure that chemicals are loaded and unloaded into and out of proper storage facilities to avoid inadvertent mixing of incompatible chemicals.

Loading

1. For staging:
 - pulls orders and checks for damaged product.
 - stages according to bill of lading and/or special instructions (i.e. pallet, shrink wrap, etc.).
 - Verify products are clean up and are in ready to deliver condition.
2. Loading:
 - removes product from staging area;
 - verifies product name and count;
 - verifies no damage;
 - inspects all container closures (i.e., no valve leakage on IBCs, all bungs, caps, etc.)
 - blow off dusts and clean drums or bags if necessary
 - ensures truck wheels are chocked
 - loads truck
 - verifies that driver secures load.
3. Warehouse worker or other loader and Driver sign bill of lading.

Unloading

1. Warehouse workers receive bill of lading from delivering carrier and check against purchase order. **Do not unload** if there are differences between product labels and Cascade paperwork, or containers are broken or damaged.
 - Contact your supervisor.
 - Supervisor investigates, and advises action.
 - If there are no differences, proceed to unload the shipment.
2. If shipment is OK to unload, warehouse workers will:
 - remove one container from truck
 - verify product name and count;
 - verify no damage;
 - unload truck and put in staging area or warehouse
 - sign bill of lading to receive product.



Kemira PIX-311

Ferric Chloride, 37-42% Solution

KEMIRA PIX-311 is an effective primary coagulant in liquid form based on trivalent iron (Fe^{3+}). It functions very well for both potable and wastewater clarification and can be used for color removal, arsenic removal, phosphate removal, heavy metal removal and lime softening applications. KEMIRA PIX-311 can also be used effectively for hydrogen sulfide control, struvite control and in sludge conditioning applications.

Typical properties

Appearance	Dark brown liquid
Specific Gravity (20°C/68°F)	1.39 - 1.46
FeCl_3	37 – 42 wt. %
Fe_{TOT}	12.7 – 14.8 wt. %
Fe (III)	12.7 – 14.5 wt. %
Fe (II)	≤ 0.3 wt. %
Free Acid (HCl)	< 1.0 wt. %
Freezing Point	-7°C / 20°F

This TDS is a general representation of the product. Detailed product specification/ analysis is available upon request.

Certification / Approval

KEMIRA PIX-311 meets or exceeds all requirements of the current AWWA Standard B407 for liquid ferric chloride and is NSF/ANSI Standard 60 certified.

Dosing

KEMIRA PIX-311 should be fed straight. No dilution or preparation is required. A diaphragm, metering pump of non-corrosive material is suitable.

Storage

KEMIRA PIX-311 is highly corrosive and contact with metal equipment must be avoided. Storage tanks and piping should be constructed of suitable material such as fiberglass, or cross-linked polyethylene. KEMIRA PIX-311 has a recommended shelf life of minimum twelve (12) months in an appropriate storage environment. With this product, inspect the storage tank yearly, clean if necessary.

Handling / Safety

The handling of any chemical requires care. Anyone responsible for using or handling KEMIRA PIX-311 should familiarize themselves with the Safety Data Sheet.

Delivery

Shipping Instructions; UN 2582, FERRIC CHLORIDE SOLUTION, 8, III, RQ, FERRIC CHLORIDE SOLUTION 37 – 42%

Kemira makes this information available as an accommodation to its customers and it is intended to be solely a guide in customer's evaluation of the products. You must test our products, to determine if they are suitable for your intended uses and applications, as well as from the health, safety and environmental standpoint. You must also instruct employees, agents, contractors, customers or any third party which may be exposed to the products about all applicable precautions. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. You assume full liability and responsibility for compliance with all information and precautions, and with all laws and statutes, ordinances and regulations of any governmental authority applicable to the processing, transportation, delivery, unloading, discharge, storage, handling, sale and use of each product. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use.

Kemira

1000 Parkwood Circle, Ste 500
Atlanta, GA 30339
USA
www.kemira.com

United States
Tel +1 800 879 6353
Canada
Tel +1 450 652 0665

SAFETY DATA SHEET

This Safety Data Sheet conforms to ANSI Z400.5, and to the format requirements of the Global Harmonizing System.
THIS SDS COMPLIES WITH 29 CFR 1910.1200 (HAZARD COMMUNICATION STANDARD)
IMPORTANT: Read this SDS before handling & disposing of this product.
Pass this information on to employees, customers, & users of this product.

SECTION 1. IDENTIFICATION OF THE SUBSTANCE OR MIXTURE AND OF THE SUPPLIER

PRODUCT IDENTITY: FERRIC CHLORIDE 35-45%
SYNONYMS: Iron (III) Chloride Solution, Iron trichloride
PRODUCT USES: Chemical Processing, water treatment
RESTRICTIONS: Limited to professional use only
COMPANY IDENTITY: Cascade Columbia Distribution Company
COMPANY ADDRESS: 6900 Fox Avenue S.
COMPANY CITY: Seattle, WA 98108
COMPANY PHONE: 1-206-763-2351
EMERGENCY PHONES: CHEMTREC: 1-800-424-9300 (USA)
CANUTEC: 1-613-996-6666 (CANADA)

SECTION 2. HAZARDS IDENTIFICATION

2.1 SIGNAL WORD: DANGER

2.2 HAZARD CLASSIFICATIONS: (CAT=HAZARD CATEGORY)

CORROSIVE TO METALS (CAT:1)
SKIN CORROSION/IRRITATION (CAT:2)
ACUTE TOXICITY, ORAL (CAT:4)
EYE DAMAGE (CAT:1)



2.3 HAZARD STATEMENTS:

MAY BE CORROSIVE TO METALS.
HARMFUL IF SWALLOWED.
CAUSES SEVERE SKIN BURNS AND EYE DAMAGE.

2.4 PRECAUTIONARY STATEMENTS:

Keep only in original container.
Wash with soap & water thoroughly after handling.
Do not eat, drink, or smoke when using this product.
Wear protective gloves/protective clothing/eye protection/face protection.
Absorb spillage to prevent material damage.
IF ON SKIN (OR HAIR): Wash with plenty of water. Take off contaminated clothing and wash it before reuse.

IF SKIN IRRITATION OCCURS: Get medical advice/attention.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center or Doctor.

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

Store in corrosive resistant container with a resistant inner liner.
Dispose of contents/container in accordance with local/regional/federal regulations.

2.5 HAZARDS NOT OTHERWISE CLASSIFIED:

None

SEE SECTIONS 8, 11 & 12 FOR TOXICOLOGICAL INFORMATION.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

3.1 SUBSTANCE OR MIXTURE: MIXTURE

CHEMICAL NAME	SYNONYM	CAS#	EINECS#	WT %
WATER	H2O	7732-18-5	231-791-2	50-64
Ferric Chloride	Iron(III)chloride; Iron trichloride; Trichloroiron	7705-08-0	231-729-4	35-45

Hydrochloric Acid	Hydrogen chloride; muriatic acid	7647-01-0	231-595-7	1-5
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The specific chemical component identities and/or the exact component percentages of this material may be withheld as trade secrets. This information is made available to health professionals, employees, and designated representatives in accordance with the applicable provisions of 29 CFR 1910.1200 (I)(1).

TRACE COMPONENTS: Trace ingredients (if any) are present in < 1% concentration, (< 0.1% for potential carcinogens, reproductive toxins, respiratory tract mutagens, and sensitizers). None of the trace ingredients contribute significant additional hazards at the concentrations that may be present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalents, and Canadian Hazardous Materials Identification System Standard (CPR 4).

SECTION 4. FIRST AID MEASURES

4.1 MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE & CHRONIC:

See Section 11 for symptoms/effects, acute & chronic.

4.2 GENERAL ADVICE:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists, refer to Section 8 for specific personal protective equipment.

4.3 EYE CONTACT:

If this product enters the eyes, check for and remove any contact lenses. Open eyes while under gently running water. Use sufficient force to open eyelids. "Roll" eyes to expose more surface. Minimum flushing is for 15 minutes. Seek immediate medical attention. Call a Poison Control Center or get medical attention immediately.

4.4 SKIN CONTACT:

If the product contaminates the skin, immediately begin decontamination with Running water. Minimum flushing is for 15 minutes. Remove contaminated clothing, taking care not to contaminate eyes. If skin becomes irritated and irritation persists, medical attention may be necessary. Wash contaminated clothing before reuse, discard contaminated shoes.

4.5 INHALATION:

Remove to fresh air and keep victim at rest. If breathing is difficult, give oxygen. If breathing has stopped, trained personnel should immediately begin artificial respiration. Seek immediate medical attention.

4.6 SWALLOWING:

If swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY. If professional advice is not available, give two glasses of water to drink. DO NOT INDUCE VOMITING. Never induce vomiting or give liquids to someone who is unconscious, having convulsions, or unable to swallow.

4.7 RESCUERS:

Victims of chemical exposure must be taken for medical attention. Rescuers should be taken for medical attention, if necessary. Take a copy of label and SDS to physician or health professional with victim.

4.8 NOTES TO PHYSICIAN:

There is no specific antidote. Treatment of overexposure should be directed at the Control of symptoms and the clinical condition of the patient. Any material aspirated during vomiting may cause lung injury. Therefore, emesis should not be induced mechanically or pharmacologically. If it is considered necessary to evacuate the stomach contents, this should be done by means least likely to cause aspiration (such as: Gastric lavage after endotracheal intubation).

SECTION 5. FIRE FIGHTING MEASURES

5.1 FIRE & EXPLOSION PREVENTIVE MEASURES:

No open flames.

5.2 SUITABLE (& UNSUITABLE) EXTINGUISHING MEDIA:

Use water spray, dry powder, alcohol-resistant foam, or carbon dioxide. Do not use a solid water stream as it may scatter and spread fire. Do not allow water runoff to enter sewers or waterways.

5.3 SPECIAL PROTECTIVE EQUIPMENT & PRECAUTIONS FOR FIRE FIGHTERS:

Cool closed containers. Use fog nozzles if water is used. Do not enter confined fire-space without full bunker gear. (Helmet with face shield, bunker coats, gloves & rubber boots, self-contained breathing apparatus).

5.4 SPECIFIC HAZARDS OF CHEMICAL & HAZARDOUS COMBUSTION PRODUCTS:

Reacts with most metals producing hydrogen which is extremely flammable & may explode. Keep container tightly closed. Isolate from oxidizers, alkalis, heat, & open flame. Thermal decomposition can lead to release of irritating and toxic gases and vapors.

SECTION 6. ACCIDENTAL RELEASE MEASURES

6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT & EMERGENCY PROCEDURES:

Uncontrolled releases should be responded to by trained personnel using pre-planned procedures. In case of a large spill, clear the affected area, protect people, and respond with trained personnel. ELIMINATE all ignition sources (no smoking, flares, sparks, or flames in immediate area). Use appropriate PERSONAL PROTECTION EQUIPMENT (See Section 8) during clean-up.

6.2 ENVIRONMENTAL PRECAUTIONS:

Stop spill at source. Construct temporary dikes of dirt, sand, or any appropriate readily available material to prevent spreading of the material. Close or cap valves and/or block or plug hole in leaking container and transfer to another container. Keep from entering storm sewers and ditches which lead to waterways, and if necessary, call the local fire or police department for immediate emergency assistance.

6.3 METHODS & MATERIAL FOR CONTAINMENT & CLEAN-UP:

Contain and collect SMALL SPILLS (less than 1 gallon). Neutralize with soda ash or lime. Absorb with inert absorbent such as sand or soil. Shovel up and place all spill residue in suitable containers. Areas where LARGE SPILL occurs should be restricted until clear. Prevent liquid from entering sewers or waterways. Stop or reduce leak if safe to do so. Again, dispose of all waste and cleanup materials in accordance with regulations.

6.4 NOTIFICATION PROCEDURES:

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting release of this material to the environment which exceed the applicable reportable quantity. The National Response Center can be reached at (800) 424-8802.

SECTION 7. HANDLING AND STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

Isolate from oxidizers, alkalis, heat, & open flame. Use only with adequate ventilation. Avoid breathing of vapor or spray mist. Do not get in eyes, on skin or clothing. Consult Safety Equipment Supplier. Wear goggles, face shield, gloves, apron & footwear impervious to material. Wash clothing before reuse.

7.2 CONDITIONS FOR SAFE STORAGE, INCLUDING ANY INCOMPATIBILITIES:

Keep separated from strong oxidants, strong bases, combustible & reducing substances, metals. Keep cool. Keep dry. Keep inside a well-ventilated room. Do not store above 49 C/120 F. Keep container tightly closed & upright when not in use to prevent leakage. Reacts with most metals producing hydrogen which is extremely flammable & may explode.

7.3 NONBULK: CONTAINERS:

Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Material should be stored in secondary containers or in a diked area, as appropriate. Store containers away from incompatible chemicals (see Section 10, Stability and Reactivity). Post warning and "NO SMOKING" signs in storage and use areas, as appropriate. Empty containers should be handled with care. Never store food, feed, or drinking water in containers which held this product.

7.4 BULK CONTAINERS:

All tanks and pipelines which contain this material must be labeled. Perform routine maintenance on tanks or pipelines which contain this product. Report all leaks immediately to the proper personnel.

7.5 TANK CAR SHIPMENTS:

Tank cars carrying this product should be loaded and unloaded in strict accordance with tank-car manufacturer's recommendation and all established on-site safety procedures. Appropriate personal protective equipment must be used (see Section 8, Engineering Controls and Personal Protective Equipment.). All loading and unloading equipment must be inspected, prior to each use. Loading and unloading operations must be attended, at all times. Tank cars must be level, brakes must be set or wheels must be locked or blocked prior to loading or unloading. Tank car (for loading) or storage tanks (for unloading) must be verified to be correct for receiving this product and be properly prepared, prior to starting the transfer operations. Hoses must be verified to be in the correct positions, before starting transfer operations. A sample (if required) must be taken and verified (if required) prior to starting transfer operations. All lines must be blown-down and purged before disconnecting them from the tank car or vessel.

7.6 PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT:

Follow practices indicated in Section 6 (Accidental Release Measures). Make certain application equipment is locked and tagged-out safely. Always use this product in areas where adequate ventilation is provided. Collect all rinsates and dispose of according to applicable Federal, State, Provincial, or local procedures.

7.7 EMPTY CONTAINER WARNING:

Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. **DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY BURST AND CAUSE INJURY OR DEATH.**

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 EXPOSURE LIMITS:

CHEMICAL	CAS #	EINECS #	OSHA			ACGIH		IDLH
			TWA	PEL-C	STEL	TLV	STEL	
FERRIC CHLORIDE	7705-08-0	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
HYDROCHLORIC ACID	7647-01-0	231-595-7	5 ppm	5 ppm	5 ppm	2 ppm	Not Available	50 ppm

This product contains, Hydrochloric Acid, which is considered EPA Hazardous Air Pollutants (HAP).

8.2 APPROPRIATE ENGINEERING CONTROLS:

RESPIRATORY EXPOSURE CONTROLS

Airborne concentrations should be kept to lowest levels possible. If vapor, dust or mist is generated and the occupational exposure limit of the product, or any component of the product, is exceeded, use appropriate NIOSH or MSHA approved air purifying or air-supplied respirator authorized in 29 CFR 1910.134, European Standard EN 149, or applicable State regulations, after determining the airborne concentration of the contaminant. Air supplied respirators should always be worn when airborne concentration of the contaminant or oxygen content is unknown. Maintain airborne contaminant concentrations below exposure limits. If adequate ventilation is not available or there is potential for airborne exposure above the exposure limits, a respirator may be worn up to the respirator exposure limitations, check with respirator equipment manufacturer's recommendations/limitations. For particulates, a particulate respirator (NIOSH Type N95 or better filters) may be worn. If oil particles (such as: lubricants, cutting fluids, glycerine, and so on) are present, use a NIOSH Type R or P filter. For a higher level of protection, use positive pressure supplied air respiration protection or Self-Contained Breathing Apparatus or if oxygen levels are below 19.5% or are unknown.

EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS

COMPANY IDENTITY: Cascade Columbia Distribution Company
PRODUCT IDENTITY: FERRIC CHLORIDE 35-45%

SDS DATE: 03/04/2021
LAST REVISION: 05/03/2015

Positive pressure, full-face piece Self-Contained Breathing Apparatus; or positive pressure, full-face piece Self-Contained Breathing Apparatus with an auxiliary positive pressure Self-Contained Breathing Apparatus.

VENTILATION

LOCAL EXHAUST: Necessary MECHANICAL (GENERAL): Necessary
SPECIAL: None OTHER: None
Please refer to ACGIH document, "Industrial Ventilation, A Manual of Recommended Practices", most recent edition, for details.

8.3 INDIVIDUAL PROTECTION MEASURES, SUCH AS PERSONAL PROTECTIVE EQUIPMENT:

EYE PROTECTION:

Splash goggles or safety glasses. Face-shields are recommended when the operation can generate splashes, sprays or mists.

SKIN/HAND PROTECTION:

Use gloves chemically resistant to this material. Preferred examples: Butyl rubber, Chlorinated Polyethylene, Polyethylene, Ethyl vinyl alcohol laminate ("EVAL"), Polyvinyl alcohol ("PVA"). Examples of acceptable glove barrier materials include: Natural rubber ("latex"), Neoprene, Nitrile/butadiene rubber ("nitril") or ("NBR"), Polyvinyl chloride ("PVC") or "vinyl"), Viton.

NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

BODY PROTECTION:

Use body protection appropriate for task. Cover-all, rubber aprons, or chemical Protective clothing made from impervious materials are generally acceptable, depending on the task.

8.4 WORK & HYGIENIC PRACTICES:

Provide readily accessible eye wash stations & safety showers.
Wash at end of each work-shift & before eating, smoking or using the toilet.
Promptly remove clothing that becomes contaminated. Destroy contaminated leather articles. Launder or discard contaminated clothing.

SECTION 9. PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE:	Liquid, dark brown
ODOR:	Acidic
ODOR THRESHOLD:	Not Available
pH:	<1.5
MELTING POINT/FREEZING POINT:	Not Available
BOILING RANGE:	100-105°C
FLASH POINT (TEST METHOD):	Not Applicable
EVAPORATION RATE (n-Butyl Acetate=1):	Not Available
FLAMMABILITY CLASSIFICATION:	Noncombustible
LOWER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
UPPER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
VAPOR DENSITY (air=1):	Not Available
DENSITY:	1.41-1.44 g/cm ³
SPECIFIC GRAVITY (Water=1):	1.41-1.44
POUNDS/GALLON:	11.8-12.0
WATER SOLUBILITY:	Complete
PARTITION COEFFICIENT (n-Octane/Water):	Not Available
AUTO IGNITION TEMPERATURE:	Not Applicable
DECOMPOSITION TEMPERATURE:	Not Available
TOTAL VOC'S (TVOC):	Not Available
NONEXEMPT VOC'S (CVOC):	Not Available
HAZARDOUS AIR POLLUTANTS (HAPS):	Not Available
NONEXEMPT VOC PARTIAL PRESSURE(mm of Hg @ 20 C):	Not Available
VISCOSITY @ 20 C (ASTM D445):	Not Available

SECTION 10. STABILITY & REACTIVITY

10.1 REACTIVITY & CHEMICAL STABILITY:

Stable under normal conditions. Exothermic reactions occur when combined with bases.

10.2 POSSIBILITY OF HAZARDOUS REACTIONS & CONDITIONS TO AVOID:

Exposure to air or moisture over prolonged periods. Avoid freezing and storage at high temperatures.

10.3 INCOMPATIBLE MATERIALS:

Incompatible with metals, bases, stainless steel, leather, non-acid proof metals.

10.4 HAZARDOUS DECOMPOSITION PRODUCTS:

Thermal decomposition can lead to release of irritating and toxic gases and vapors.

10.5 HAZARDOUS POLYMERIZATION:

Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

11.1 ACUTE HAZARDS

COMMON ROUTES OF EXPOSURE: Skin and eye contact

11.11 EYE & SKIN CONTACT:

Severe burns to skin, defatting, dermatitis.
Severe burns to eyes, causes redness, tearing, and blurred vision.

11.12 INHALATION:

Severe respiratory tract irritation may occur. Vapor harmful.

11.13 SWALLOWING:

Harmful or fatal if swallowed.

11.2 SUBCHRONIC HAZARDS/CONDITIONS AGGRAVATED

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Pre-existing disorders of any target organs mentioned in this Document can be aggravated by over-exposure by routes of entry to components of this product. May cause adverse liver effects.

11.3 CHRONIC HAZARDS

11.3.1 CANCER, REPRODUCTIVE & OTHER CHRONIC HAZARDS:

This product has no carcinogens listed by IARC, NTP, NIOSH, OSHA or ACGIH, as of this date, greater or equal to 0.1%.

11.3.2 TARGET ORGANS: May cause damage to target organs, based on animal data.

11.3.3 IRRITANCY: Irritating to contaminated tissue.

11.3.4 SENSITIZATION: No component is known as a sensitizer.

11.3.5 MUTAGENICITY: No known reports of mutagenic effects in humans.

11.3.6 EMBRYOTOXICITY: No known reports of embryotoxic effects in humans.

11.3.7 TERATOGENICITY: No known reports of teratogenic effects in humans.

11.3.8 REPRODUCTIVE TOXICITY: No known reports of reproductive effects in humans.

A MUTAGEN is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate across generational lines. An EMBRYOTOXIN is a chemical which causes damage to a developing embryo (such as: within the first 8 weeks of pregnancy in humans), but the damage does not propagate across generational lines. A TERATOGEN is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A REPRODUCTIVE TOXIN is any substance which interferes in any way with the reproductive process.

11.4 MAMMALIAN TOXICITY INFORMATION

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Iron trichloride	220 mg/kg (Rat)	2,564 mg/kg (Rat) 881 mg/kg (Rat)	No data available

SECTION 12. ECOLOGICAL INFORMATION

12.1 ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

12.2 EFFECT OF MATERIAL ON PLANTS AND ANIMALS:

This product may be harmful to plant and animal life if released into the environment. It is considered to have no long term effects in aquatic systems due to the rapid formation of insoluble hydroxides.

12.3 EFFECT OF MATERIAL ON AQUATIC LIFE:

Chemical Name	Fish, LC50	Invertebrates, EC50	Algae, EC50
Iron trichloride	59 mg/l (96h, Lepomis macrochirus - Bluegill sunfish)	27 mg/l (48h, Daphnia magna - Water flea)	58 mg/l (15d, algae)

12.4 MOBILITY IN SOIL:

Mobility of this material has not been determined.

12.5 DEGRADABILITY:

This product is completely biodegradable.

12.6 ACCUMULATION:

Bioaccumulation - Not Applicable, inorganic substances.

12.7 Other information:

No other information is available.

SECTION 13. DISPOSAL CONSIDERATIONS

The generation of waste should be avoided or minimized wherever possible. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers and liners may retain some product residues. Vapor from some product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Processing, use or contamination may change the waste disposal requirements. Do not dispose of on land, in surface waters, or in storm drains. Waste should be recycled or disposed of in accordance with regulations. Large amounts should be collected for reuse or consigned to licensed hazardous waste haulers for disposal. **ALL DISPOSAL MUST BE IN ACCORDANCE WITH ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL REGULATIONS. IF IN DOUBT, CONTACT PROPER AGENCIES.**

SECTION 14. TRANSPORT INFORMATION

MARINE POLLUTANT: No
 DOT/TDG SHIP NAME: UN2582, Ferric chloride, solution, 8, PG-III
 DRUM LABEL: (CORROSIVE)
 IATA / ICAO: UN2582, Ferric chloride, solution, 8, PG-III
 IMO / IMDG: UN2582, Ferric chloride, solution, 8, PG-III
 EMERGENCY RESPONSE GUIDEBOOK NUMBER: 154

SECTION 15. REGULATORY INFORMATION

15.1 EPA REGULATION:

SARA SECTION 311/312 HAZARDS: Acute Health

All components of this product are on the TSCA list.

SARA Title III Section 313 Supplier Notification:

This product contains the indicated <*> toxic chemicals subject to the reporting requirements of Section 313 of the Emergency Planning & Community Right-To-Know Act of 1986 & of 40 CFR 372. This information must be included in all SDSs that are copied and distributed for this material.

Chemical Name	CAS#	REG. SECTION	CERCLA RQ (LBS)
Ferric Chloride	7705-08-0	CERCLA RQ	1,000
Hydrochloric Acid	7647-01-0	CERCLA RQ	5,000

Any release equal to or exceeding the RQ must be reported to the National Response Center (800-424-8802) and appropriate state and local regulatory agencies as described in 40 CFR 302.6 and 40 CFR 355.40 respectively. Failure to report may result in substantial civil and criminal penalties. State & local regulations may be more restrictive than federal regulations.

COMPANY IDENTITY: Cascade Columbia Distribution Company
PRODUCT IDENTITY: FERRIC CHLORIDE 35-45%

SDS DATE: 03/04/2021
LAST REVISION: 05/03/2015

15.2 STATE REGULATIONS:

CALIFORNIA SAFE DRINKING WATER & TOXIC ENFORCEMENT ACT (PROPOSITION 65):
This product is not listed, but it may contain impurities/trace elements (in amounts of less than 0.1%) which are known to the State of California to cause cancer or reproductive toxicity under Proposition 65, State Drinking Water and Toxic Enforcement Act.

15.3 INTERNATIONAL REGULATIONS

The identified components of this product are listed on the chemical inventories of the following countries:

Australia (AICS), Canada (DSL or NDSL), China (IECSC), Europe (EINECS, ELINCS), Japan (METI/CSCL, MHLW/ISHL), South Korea (KECI), New Zealand (NZIoC), Philippines (PICCS), Switzerland (SWISS), Taiwan (NECSI), USA (TSCA).

SECTION 16. OTHER INFORMATION

16.1 HAZARD RATINGS:

HMIS		NFPA	
HEALTH	3	HEALTH	3
FLAMMABILITY	0	FLAMMABILITY	0
PHYSICAL HAZARDS	1	REACTIVITY	1
PERSONAL PROTECTION	*	SPECIAL HAZARD	N/A

(*Personal Protection Rating to be supplied by user based on use conditions.)
This information is intended solely for the use of individuals trained in the NFP hazard

16.2 EMPLOYEE TRAINING

See Section 2 for Risk & Safety Statements. Employees should be made aware of all hazards of this material (as stated in this SDS) before handling it.

16.3 SDS DATE: 03/04/2021

NOTICE

The supplier disclaims all expressed or implied warranties of merchantability or fitness for a specific use, with respect to the product or the information provided herein, except for conformation to contracted specifications. All information appearing herein is based upon data obtained from manufacturers and/or recognized technical sources. While the information is believed to be accurate, we make no representations as to its accuracy or sufficiency. Conditions of use are beyond our control, and therefore users are responsible for verifying the data under their own operating conditions to determine whether the product is suitable for their particular purposes and they assume all risks of their handling, and disposal of the product. Users also assume all risks in regards to the publication or use of, or reliance upon information contained herein. This information relates only to the product designated herein, and does not relate to its use in combination with any other material or process.

PURIFIED PHOSPHORIC ACID 0-55-0

GUARANTEED ANALYSIS

Available Phosphate (P₂O₅) 55.0%
Derived from Phosphoric Acid.

Warning: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.regulatory-info-jr.com>

PHYSICAL CHARACTERISTICS

Appearance clear, colorless, no visible particles
Specific Gravity @ 70°F 1.61
Weight (lbs. per gal.) 13.4
Gallons per ton @ 70°F 149.3
P₂O₅ lbs. per ton @ 70°F 1100
pH 1.0

CONSTRUCTION OF STORAGE & TRANSFER EQUIPMENT

1. Tanks and Vessels: Rubber lined mild steel is adequate for storage of Purified Phosphoric Acid at temperatures below 160°F.
2. Pumps, valves, and piping: At temperatures below 160°F, 316 stainless or other suitable alloys are recommended for pump internals and valves. At temperatures above 160°F, nonmetallic pumps and valves are recommended. At temperatures below 160°F, Drisco lines are acceptable. For temperatures above 160°F, suitable plastic lined mild steel is recommended.

COMPATIBILITY

1. Direct mixing with strongly basic materials should be avoided except under controlled conditions in proper vessels, containers, or process equipment.

USES

1. Purified Phosphoric Acid has been purified by chemical and mechanical methods. The resulting PPA is a stable, nearly clear source of 75% H₃PO₄ that is suited for use in drip irrigation systems.
2. PPA also has application as a phosphate source in specialty agricultural liquid mixes that contain less than 12% K₂O.

SAFETY

Purified Phosphoric Acid (75% H₃PO₄) – Proper DOT shipping description: RQ Phosphoric Acid, 8, UN1805, P.G. III. Avoid contact with skin and eyes. Non-flammable. Products of combustion may be irritating and toxic. Caution must be used when welding – danger of hydrogen gas explosion.

SAFETY DATA SHEET

Regulation (EC) No 1907/2006 (REACH), Annex II
(COMMISSION REGULATION (EU) No 453/2010)

Version 1
Product Name Phosphoric acid

Issue Date 10-May-2016
Revision date 29-Jun-2016

SECTION 1: Identification of the substance /mixture and of the company/undertaking

1.1. Product identifier

Product Name	Phosphoric acid
CAS No	7664-38-2
EC No	231-633-2
REACH registration number	01-2119485924-24-0036

1.2. Relevant identified uses of the substance or mixture and uses advised against

Recommended Use	Food additive, raw phosphates, metal surface treatment agent, refractory additives, detergent builder.
Uses advised against	No information available

1.3. Details of the supplier of the safety data sheet

Supplier	Jiangsu Chengxing Phosph-chemicals Co.,LTD
Address	NO618,Meiyuan Road, Jiangyin City, Jiangsu Province
Postal Code	214400

1.4. Emergency telephone number

+86-532-83889090

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Corrosive to metals Category 1 - (H290)
Acute toxicity - Oral Category 4 - (H302)
Skin corrosion/irritation Category 1B - (H314)
Serious eye damage/eye irritation Category 1 - (H318)

2.2. Label elements

Symbols/Pictograms



Signal word

Danger

Hazard Statements

H290 - May be corrosive to metals
H302 - Harmful if swallowed
H314 - Causes severe skin burns and eye damage

Precautionary Statements P280 - Wear protective gloves/protective clothing/eye protection/face protection
 P260 - Do not breathe dust/fume/gas/mist/vapors/spray
 P264 - Wash face, hands and any exposed skin thoroughly after handling
 P303 + P361 + P353 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 P310 - Immediately call a POISON CENTER or doctor/physician
 P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 P501 - Dispose of contents/ container to an approved waste disposal plant

2.3. Other hazards

No information available

SECTION 3: Composition/information on ingredients**3.1 Mixture**

Chemical Name	EC No	CAS No	Weight-%	Classification according to Regulation (EC) No. 1272/2008 [CLP]
Phosphoric acid	231-633-2	7664-38-2	75 - 86	Met. Corr. 1 (H290) Acute Tox. 4 (H302) Skin Corr. 1B (H314)
Water	231-791-2	7732-18-5	14 - 25	Not classified

SECTION 4: First aid measures**4.1. Description of first aid measures****General advice**

Remove contaminated clothing and shoes. If symptoms persist, call a physician.

Inhalation

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical advice/attention if you feel unwell.

Skin Contact

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Wash contaminated clothing before reuse. If skin irritation persists, call a physician.

Eye contact

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

Ingestion

Rinse mouth Get medical attention Never give anything by mouth to an unconscious person

4.2. Most important symptoms and effects, both acute and delayed

Harmful if swallowed. Causes severe skin burns and eye damage.

4.3. Indication of any immediate medical attention and special treatment needed

Treat symptomatically.

SECTION 5: Firefighting measures**5.1. Extinguishing media****Suitable extinguishing media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media

No information available

5.2. Special hazards arising from the substance or mixture

Thermal decomposition can lead to release of irritating and toxic gases and vapors

5.3. Advice for firefighters

Firefighters should wear self-contained breathing apparatus and full firefighting turnout gear.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures**

Evacuate personnel to safe areas
 Ensure adequate ventilation, especially in confined areas
 Remove all sources of ignition
 Avoid contact with skin, eyes and inhalation of vapors
 Use personal protection recommended in Section 8

6.2. Environmental precautions

Local authorities should be advised if significant spillages cannot be contained
 Prevent entry into waterways, sewers, basements or confined areas

6.3. Methods and material for containment and cleaning up

Contain and collect spillage with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see Section 13)

6.4. Reference to other sections

See Section 7 for more information
 See section 8 for more information
 See section 13 for more information

SECTION 7: Handling and storage**7.1. Precautions for safe handling**

Handle in accordance with good industrial hygiene and safety practice
 Ensure adequate ventilation, especially in confined areas
 Avoid contact with skin, eyes or clothing
 Wash contaminated clothing before reuse
 Take precautionary measures against static discharges
 Avoid generation of dust
 Do not breathe dust/fume/gas/mist/vapors/spray
 Do not eat, drink or smoke when using this product
 Wash thoroughly after handling
 Use personal protection recommended in Section 8

7.2. Conditions for safe storage, including any incompatibilities

Keep containers tightly closed in a dry, cool and well-ventilated place
 Keep away from heat, oxidant, alkali
 Keep locked up and out of reach of children
 Keep away from food, drink and animal feeding stuffs
 Store in accordance with local regulations

7.3. Specific end use(s)

Apart from the uses mentioned in SECTION 1.2 no other specific uses are stipulated.

SECTION 8: Exposure controls/personal protection**8.1. Control parameters**

Chemical Name	Australia	Austria	Belgium	Denmark	European Union
Phosphoric acid (CAS #:	1 mg/m ³	STEL 2 mg/m ³	-	TWA: 1 mg/m ³	TWA 1 mg/m ³

7664-38-2)	3 mg/m ³ STEL	TWA: 1 mg/m ³		STEL 2 mg/m ³
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Chemical Name	Latvia	France	Finland	Germany	Italy
Phosphoric acid (CAS #: 7664-38-2)	TWA: 1 mg/m ³ STEL: 2 mg/m ³	TWA: 0.2 ppm TWA: 1 mg/m ³ STEL: 0.5 ppm STEL: 2 mg/m ³	TWA: 1 mg/m ³ STEL: 2 mg/m ³	TWA: 2 mg/m ³ Ceiling / Peak: 4 mg/m ³	TWA: 1 mg/m ³ STEL: 2 mg/m ³

Chemical Name	Poland	Portugal	Spain	Switzerland	Netherlands
Phosphoric acid (CAS #: 7664-38-2)	STEL: 2 mg/m ³ TWA: 1 mg/m ³	STEL: 3 mg/m ³ TWA: 1 mg/m ³	STEL: 2 mg/m ³ TWA: 1 mg/m ³	STEL: 2 mg/m ³ TWA: 1 mg/m ³	STEL: 2 mg/m ³ TWA: 1 mg/m ³

Chemical Name	Norway	United Kingdom	ACGIH TLV	OSHA PEL	NIOSH IDLH
Phosphoric acid (CAS #: 7664-38-2)	TWA: 1 mg/m ³ STEL: 1 mg/m ³	STEL: 2 mg/m ³ TWA: 1 mg/m ³	STEL: 3 mg/m ³ TWA: 1 mg/m ³	TWA: 1 mg/m ³ (vacated) TWA: 1 mg/m ³ (vacated) STEL: 3 mg/m ³	IDLH: 1000 mg/m ³ TWA: 1 mg/m ³ STEL: 3 mg/m ³

Derived No Effect Level (DNEL)

Inhalation	Worker - inhalative, long-term - systemic	10.7 mg/m ³
	Worker - inhalative, long-term - local	1 mg/m ³
	Worker - inhalative, short-term - local	2 mg/m ³
	Consumer - inhalative, long-term - systemic	4.57 mg/m ³
	Consumer - inhalative, long-term - local	0.36 mg/m ³
	Consumer - oral, long-term - systemic	0.1 mg/kg

Predicted No Effect Concentration (PNEC)

No information available

8.2. Exposure controls**Engineering Controls**

Shower. Eyewash station. Use with local exhaust ventilation. Ensure adequate ventilation, especially in confined areas.

Personal protective equipment

Eye/face protection	Wear safety glasses with side shields (or goggles)
Hand Protection	Wear protective gloves
Skin and body protection	Suitable protective clothing
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment

Environmental exposure controls

Do not allow into any sewer, on the ground or into any body of water

SECTION 9: Physical and chemical properties**9.1. Information on basic physical and chemical properties**

Appearance	Liquid
Color	Colorless
Odor	No information available
Odor Threshold	Not determined
pH	Not determined
Melting point/freezing point	42.4 °C
Boiling point / boiling range	135 °C (75%) 158 °C (85%)
Flash point	Not determined
Evaporation rate	Not determined
Flammability (solid, gas)	Not flammable
Flammability Limit in Air	Not determined
Vapor Pressure	0.038 hPa
Vapor density	3.4

Density	1.57 - 1.7 g/cm ³
Relative density	1.57 - 1.7
Specific gravity	Not determined
Water solubility	Not determined
Partition coefficient (LogPow)	Not determined
Autoignition temperature	Not determined
Decomposition temperature	213 °C
Kinematic viscosity	Not determined
Dynamic viscosity	Not determined
Explosive properties	Not an explosive
Oxidizing properties	Not determined

9.2. Other information

No information available

SECTION 10: Stability and reactivity**10.1. Reactivity**

No information available.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

None under normal processing.

10.4. Conditions to avoid

Heat, flames and sparks.

10.5. Incompatible materials

Oxides, alkali.

10.6. Hazardous decomposition productsPhosphorus oxide (such as P₂O₅).**SECTION 11: Toxicological information****11.1. Information on toxicological effects****Acute toxicity**

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Phosphoric acid (CAS #: 7664-38-2)	1530 - 3400 mg/kg (Rat)	> 2000 mg/kg (Rabbit) 2740 mg/kg (Rabbit)	-

Skin corrosion/irritation

Causes severe skin burns.

Serious eye damage/eye irritation

Causes severe eye damage.

Sensitization

No sensitization responses were observed.

Germ cell mutagenicity

No information available.

Carcinogenicity

No information available

Reproductive toxicity

No information available.

STOT - single exposure

No information available.

STOT - repeated exposure

No information available.

Aspiration hazard

No information available.

SECTION 12: Ecological information**12.1. Toxicity**

Chemical Name	Algae/aquatic plants EC50	Fish LC50	Crustacea EC50
Phosphoric acid (CAS #: 7664-38-2)	> 100: 72 h <i>Desmodesmus subspicatus</i> mg/L	-	> 100: 48 h <i>Daphnia magna</i> mg/L

12.2. Persistence and degradability

No information available.

12.3. Bioaccumulative potential

No information available.

12.4. Mobility in soil

No information available

12.5. Results of PBT and vPvB assessment

PBT assessment does not apply

12.6. Other adverse effects

No information available

SECTION 13: Disposal considerations**13.1. Waste treatment methods**

Waste from residues/unused products	Disposal should be in accordance with applicable regional, national and local laws and regulations
Contaminated packaging	Disposal should be in accordance with applicable regional, national and local laws and regulations

SECTION 14: Transport information

14.1 UN Number	1805
14.2 Proper shipping name	PHOSPHORIC ACID, SOLUTION
14.3 Hazard Class	8
14.4 Packing Group	III
14.5 Environmental hazards	Not applicable
14.6 Special precautions	No information available

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

European Union

Component	EINECS/ELINCS	SVHC candidates	RESTRICTIONS - REACH TITLE VIII
Phosphoric acid 7664-38-2	X	-	-
Water 7732-18-5	X	-	-

Take note of Directive 98/24/EC on the protection of the health and safety of workers from the risks related to chemical agents at work

Take note of Directive 94/33/EC on the protection of young people at work

Take note of Directive 92/85/EC on the protection of pregnant and breastfeeding women at work

International Inventories

Component	TSCA	DSL/NDSL	EINECS/ELINCS	ENCS	IECSC	KECL	PICCS	AICS
Phosphoric acid 7664-38-2	X	X	X	X	X	X	X	X
Water 7732-18-5	X	X	X	Exempt	X	X	X	X

"-" Not Listed

"X" Listed

15.2. Chemical safety assessment

A Chemical Safety Assessment has been carried out for this substance

SECTION 16: Other information

This material safety data sheet complies with the requirements of Regulation (EC) No. 1907/2006

Issue Date 10-May-2016
Revision date 29-Jun-2016
Revision Note Data updating

Key or legend to abbreviations and acronyms used in the safety data sheet

TWA - TWA (time-weighted average)

STEL - STEL (Short Term Exposure Limit)

Ceiling - Maximum limit value

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

Full text of H-Statements referred to under section 3

H302 - Harmful if swallowed

H290 - May be corrosive to metals

H314 - Causes severe skin burns and eye damage

Disclaimer

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

----- End of Safety Data Sheet -----

