

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



King County

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

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

ALPINE PRODUCTS INC
550 3RD ST SW BLDG C
AUBURN, WA 98001

SHIP TO

KC DEPT OF TRANSPORTATION
RENTON ROADS
155 MONROE AVE NE, RSD-TR0100
RENTON, WA 98056
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
526285	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
14-OCT-11	C, Flake	
DATE OF REVISION	BUYER	
14-OCT-11	P Reid	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	
	A01020	Net30days	Paid	Destination	SELLER CHOOSES	
CONFIRM TO / TELEPHONE BART FARRAR			REQUESTOR / DELIVER TO			
			(253) 351-9828			
JNE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	<p>TERM SUPPLY AGREEMENT</p> <p>FURNISH MISCELLANEOUS GOODS AND/OR SERVICES AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES.</p> <p>THIS CONTRACT AGREEMENT NUMBER 526285 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B21821B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>WHEN ACTIVE, STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.</p> <p>ESTIMATED ANNUAL CONTRACT VALUE \$500,000.00</p>					
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.					<p>Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.</p>	
ACCEPTANCE:					TOTAL	
This purchase order expressly limits acceptance to the terms and conditions stated herein.					 Authorized signature	

King County 10/14/2011 3:45:40 PM PAGE 3/004 Fax Server



King County

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

CNK-ES-0340
 3rd Floor
 401 5th Avenue
 Seattle, WA 98104

206-263-9400
 206-296-7676 Fax
 TTY Relay: 771
www.kingcounty.gov

VENDOR:

ALPINE PRODUCTS INC
 550 3RD ST SW BLDG C
 AUBURN, WA 98001

SHIP TO

KC DEPT OF TRANSPORTATION
 RENTON ROADS
 155 MONROE AVE NE, RSD-TR0100
 RENTON, WA 98056
 United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
 ACCOUNTS PAYABLE, 3RD FLOOR
 401 5TH AVE, CNK-ES0320
 SEATTLE, WA 98104
 United States

Purchase Order

PURCHASE ORDER NO. 526285	REVISION 1	PAGE 2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE 14-OCT-11	BUYER C, Flake	
DATE OF REVISION 14-OCT-11	BUYER P Reid	

CUSTOMER ACCT #	VENDOR NO. A01020	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	FOB Destination	SHIP VIA SELLER CHOOSES		
CONFIRM TO / TELEPHONE BART FARRAR			REQUESTOR / DELIVER TO (253) 351-9828				
LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Purchase Agreement Effective From: 14-APR-09 To: 13-APR-14	Amount Agreed:					
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.					<p>ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.</p>		<p>TOTAL</p> <p><i>[Signature]</i> Authorized signature</p>

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warranty is in addition to any standard warranty or guarantee given by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

SECTION 5 TECHNICAL SPECIFICATIONS

5.1 General

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining Plastic Raised Pavement Markers (Traffic Buttons), Pavement Marking Powder, and related items. The specifications are not intended to limit competition, but to ensure that only quality products are received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

All materials and workmanship shall conform to all minimum applicable requirements of the Washington State Standard Specifications for Road, Bridge and Municipal Construction, latest edition.

5.2 Schedule A – Raised Pavement Markers Type 1 – 4 Inch Round Non-Reflective for Bituminous Application

A. Composition:

The marker shall be molded of a high impact, recycled acrylonitrile butadiene styrene (ABS), conforming to ASTM specification DI 78868.

The manufacturer shall certify that the marker does not contain mercury, lead, hexavalent chromium, or any carcinogen, as defined by 29 CFR 1910.1200.

B. Dimensions:

The marker shall be of a round design with a minimum width of 4 inches and a minimum height at center of 0.700 inches.

The marker bottom will be designed to allow the adhesive material to flow upwards into the marker cavity, with a venting system to prevent air entrapment. The base of the marker shall be designed to prevent rocking, which will ultimately result in breaking the adhesive bond.

The marker shall be manufactured with a dulled bottom for better adhesion.

Flat or non-treated slick bottom markers, with a venting system are unacceptable.

C. Raised Pavement Markers Type 2 – Soft Shoulder Design

1. Housing:

The housing shall be molded of high impact, recycled acrylonitrile butadiene styrene (ABS) conforming to ASTM Specification DI 78868, and be of the same color as the prismatic reflective lens.

2. Lens:

The reflective lens shall be molded of optic grade methyl methacrylate acrylic (MMA) and laser fused under the ABS shell.

3. Filler:

The fill material shall consist of inert thermosetting potting compound with filler selected for impact resistance.

4. Dimensions:

- a. Overall dimensions shall be 4 in. x 4 in. x 0.70 in. with soft shoulder design

- b. Top of marker shall have no sharp angles
- c. The area of reflecting face shall be 3.25 square inches minimum.
- d. The marker shall have one or two MMA prismatic reflective faces as required to reflect incident light from a single or opposite direction.

5.3 Schedule B, Pavement Marking Powder Specifications (Note: Metric equivalents in parenthesis)

- A. Description: The striping powder shall be a dry, free flowing plastic type, pavement marking powder, which is premixed with glass spheres for reflectorization. When the marking powder is sprayed to clean Portland cement or asphaltic concrete road surfaces through a suitable thermo-mechanical striper, the result is a rapid dry adherent, reflectorized marking capable of resisting deformation by traffic.
- B. Performance Characteristics: The following performance characteristics cover White and Yellow Thermoplastic marking compound approved by the Materials Laboratory of the Washington State Department of Highways.
 - 1. Gravity: 2.15 maximum
 - 2. Color: White – 75% daylight reflectance
Yellow – 45% daylight reflectance (yellow shall match Federal Specification 1,3538)
 - 3. Dry Time: 10 minutes maximum @ 90° F (32° C) 2 minutes maximum @ 50° F (10° C)
 - 4. Bond Strength: Exceed 180 PSI
 - 5. Cracking Resistance: No cracks after heating to 425° F, (218° C), and cooling to 15° F ± 3° F, (-9.4° ± C 1.7° C)
 - 6. Impact Resistance: 10 inch pounds
 - 7. Softening Point : 215° F ± 15° F, (102.5° ± C 9.5° C)
 - 8. Yellowness Index: 0.12, white only
 - 9. Flow ability: Maximum percent residue 18% - White, 21% - Yellow, after heating 4 hours @ 425° F, (218° C).
 - 10. Storage Life: Material must meet the requirements of this specification for one year.
- C. Application: The thermoplastic material shall readily apply for extrusion or spray extrusion at temperatures of 425° - 440° F (217° - 227° C) from approved equipment to produce a line 1/8 inch to 3/16 inch (3.2mm to 4.8mm) thick, which shall be applied to clean, dry pavement at substrate and air temperatures of 50° F (10° C) and above.
- D. The material shall not exude fumes which are toxic, obnoxious or injurious to persons or property when it is heated during application
- E. General Characteristics and Packaging: The finished powder shall be delivered ready to use, packaged in containers clearly identifies as to manufacturer, color, contents, and quality. The powder shall be free of clumps, foreign particles or other matter. Containers employed for packaging shall withstand normal handling and shall have a suitable protective inner-liner to resist moisture absorption. The powder, as supplied, may be stored at temperatures not to exceed 90° F (32° C) for up to one year, without any adverse affect on the physical properties stated in this specification.

- F. All materials and workmanship shall conform to all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and the Washington State Standard Specifications for Road and Bridge Construction, latest editions).

5.4 Schedule C, Pre-Cast Curbing

- A. Specifications: All pre-cast curbing to be supplied will meet specifications stated in Standard Plan F-2 of the Washington State Department of Transportation's Standard Plans for Road, Bridge and Municipal Construction.

The materials to be used will meet specification 9-18.1(1) as stated in the Washington State Department of Transportation's 2002 Standard Specifications for Road, Bridge and Municipal Construction. The concrete will meet or exceed 4,000 PSI compressive strength when tested at the age of 28 days. See Attachment A – Drawing, Pre-Cast Curbing.

5.5 Pricing & Submittals

Prices shall include packaging, delivery, freight FOB destination, and all other costs associated with completing each order except as noted below. Pallet charges, if any, shall be included in the bid price and no separate charges shall be permitted. Pallets may be returned to the Contractor with issued credit upon request, provided they schedule ahead and arrange for pickup. No additional costs of any kind shall be added to the bid prices unless pre-approved by King County.

There shall be no additional shipping or freight charges on any order over \$200.00. Offer or shall state the percentage to be added to orders totaling less than \$200.00, 0 % (does not apply to pickups).

The brand names listed indicate the standard of quality required. Bidders shall indicate if they are offering alternate brands by noting the information requested in the space below each item in the Price List for Schedule A and B. Contractor warrants by signing the bid that, unless specifically noted, the products offered meet or exceed the specifications in Sections 5 & 6 and the items listed in Section 6.

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

5.6 Contractor Qualifications

It is anticipated that, due to an immediate need, there may be occasions when it will be necessary for King County to will-call these products. Therefore, the contractor must be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of the items defined in this bid. The Contractor facility shall be located within a thirty (30) mile radius of King County DOT in Renton, with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid.

The contractor shall be currently supporting and maintaining an inventory of the items defined in this bid. Verification that the contractor is a factory authorized supplier, in good standing with the manufacturer or distributor, may be requested.

A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract. Bid responses shall include a physical address for this reason.

Street address of Contractor's Facility:

Alpine Products, Inc.

550 3rd Street S.W. Bldg C

Auburn, WA 98001

SECTION 6 BID RESPONSE

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted. Bidders shall bid all items in each Schedule.

6.2 Delivery

Delivery is required as soon as possible and not later than seven (7) days after verbal placement of an order. Bids shall state the number of days delivery is guaranteed after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County Department of Transportation
Traffic Maintenance
155 Monroe Avenue NE, Building B
Renton, WA. 98056

Delivery Guaranteed within 4 days

6.3 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 0 % - 0 Days, Net 30

6.4 References

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

Company Name: WSDOT Seattle
 Company Address: 6431 Corson Ave.
 Company Phone: 206-768-5882
 Contact Person: Steve Wehmeyer
 Dates: 1997 thru Present

Company Name: Snohomish County
 Company Address: 8915 Cathcart Way
 Company Phone: 425-388-7512
 Contact Person: Fred Werner
 Dates: 01-Present

*Currently have King County contracts also

Company Name: City of Seattle
 Company Address: 4200 Airport Way
 Company Phone: 206-386-1211
 Contact Person: Shelley Baracgh
 Dates: 01 thru Present

Company Name: Kitsap County
 Company Address: 8600 Imperial Way
 Company Phone: 360-337--5663
 Contact Person: John Kaster
 Dates: 01 thru Present

6.5 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Schedule A – Plastic Raised Pavement Markers Price List

Item No.	Est. Annual Use	Description	List Price	% Disc.	Unit Price	Est. Use x Unit Price
1	15,300 ea	Raised Pavement Marker, Type 1 (round traffic button) Yellow 4" non-reflective, fabricated in ABS plastic. The base shall be designed to prevent "rocking." Alpine Products ANR-Y2 or approved equal. (See attached specifications)	\$ 0.52 ea	20 %	\$ 0.41 ea	\$ 6273.00
Please provide your Part #: ANR-Y2						
2	2,500 ea	Raised Pavement Marker, Type 1 (round traffic button) White 4" non-reflective, fabricated in ABS plastic. The base shall be designed to prevent "rocking." Alpine Products ANR-W1 or approved equal. (See attached specifications)	\$ 0.51 ea	20 %	\$ 0.40 ea	\$ 1000.00
Please provide your Part #: ANR-W1						
3	3,800 ea	Raised Pavement marker, Type 2 (square traffic button) White 1-way, 4"x4", fabricated in ABS plastic with round/soft shoulder design. Ray O Lite Type G #8808 or approved equal. (See attached specifications)	\$ 1.40 ea	20 %	\$ 1.12 ea	\$ 4256.00
Please provide your Part #: 8808-G						
4	18,000 ea	Raised Pavement marker, Type 2 (square traffic button) Yellow 2-way, 4"x4", fabricated in ABS plastic with round/soft shoulder design. Ray O Lite Type D #8806 or approved equal. (See attached specifications)	\$ 1.45 ea	20 %	\$ 1.16 ea	\$ 20880.00

Alpine Products, Inc.

Item No.	Est. Annual Use	Description	List Price	% Disc.	Unit Price	Est. Use x Unit Price
Please provide your Part #: 8806-D						
5	1,200 ea	Raised pavement marker, Type 3 (rumble bar) White plastic 4"x10" Beveled Ends, Davidson Plastics Corp 3708W or approved equal.	\$ <u>4.50</u> ea	<u>20</u> %	\$ <u>3.60</u> ea	\$ <u>4320.00</u>
Please provide your Part #: TYPE310W						
6	2,300 ea	Adhesive Pad, hot melt butyl 4"x4" precut for plastic button application.	\$ <u>0.50</u> ea	<u>20</u> %	\$ <u>0.40</u> ea	\$ <u>920.00</u>
Please provide your Part #: HMB4x4						
7	7,600 lbs	Flexible Marker Adhesive, Hot Applied, Henry Flexible – No Substitutions	\$ <u>1.15</u> ea	<u>20</u> %	\$ <u>0.92</u> ea	\$ <u>6992.00</u>
Please provide your Part #: HE184						
8	230 gallons	Compound Loop Filler, Cold Poor, 5 gal. container, Reed & Graham 8040-41A-15 only.	\$ <u>6.00</u> ea	<u>20</u> %	\$ <u>4.80</u> ea	\$ <u>1104.00</u>
Please provide your Part #: 501						
SCHEDULE A – TOTAL BID PRICE						\$Below

\$45,745.00

Schedule B – Pavement Marking Powder Price List

Item No.	Est. Annual Use	Description	List Price	% Disc.	Unit Price	Est. Use x Unit Price
1	128,000 lbs	Thermoplastic Striping Powder per attached specs. Purchased in minimum increments of 8,000 pounds, palletized in 2,000 pound lots. Ennis BC2000 or approved equal.	\$ <u>0.67</u> ea	<u>20</u> %	\$ <u>0.53</u> ea	\$ <u>67840.00</u>
Please provide your Part #: BC2000						
2	25 rolls	Temp Tape highway white, 4" x 100 yard, foil back. Flex-O-Line 200 construction grade or approved equal.	\$ <u>42.00</u> ea	<u>20</u> %	\$ <u>33.60</u> ea	\$ <u>840.00</u>
Please provide your Part #: 4X100FCW						
3	20 rolls	Temp Tape highway yellow, 4" x 100 yard, foil back. Flex-O-Line 200 construction grade or approved equal	\$ <u>42.00</u> ea	<u>20</u> %	\$ <u>33.60</u> ea	\$ <u>672.00</u>
Please provide your Part # 4X100FCY						
4	2 Rolls	Heat applied pavement tape, 1' x 30' x .125", white. Magna Flame tape or approved equal.	\$ <u>128.00</u> ea	<u>20</u> %	\$ <u>102.00</u> ea	\$ <u>204.00</u>
Please provide your Part #: 701211						
SCHEDULE B – TOTAL BID PRICE						\$ Below

\$69,556.00

INVITATION TO BID

Addendum # 1



Department Of Executive Services
Finance And Business Operations Division
Procurement And Contract Services
Section
206-263-9400 TTY RELAY: 711

ADDENDUM DATE: March 9, 2009

ITB Title: Plastic Raised Pavement Markers (Traffic Buttons), Pavement Marking Powder and Related Items

ITB Number: 1051-09-OLB

Due Date/Time: March 24, 2009 – 2:00 p.m.

Buyer: Ovita Bonadie, ovita.bonadie@kingcounty.gov, 206-263-9308

This addendum is issued to revise the original Invitation to Bid 1051-09-OLB advertised March 5, 2009, as follows:

This addendum which changes the ITB with changes underlined and **text bolded**.

Section 6 6.5 Pricing

Schedule C – Pre-Cast Curbing Price List to read as follows

Item No.	Est. Annual Use	Description	List Price	% Disc.	Unit Price	Est. Use x Unit Price
1	\$25,000 worth 558 Pcs	Specifications: All pre-cast curbing to be supplied will meet specifications stated in Standard Plan F-2 of the Washington State Department of Transportation's Standard Plans for Road, Bridge and Municipal Construction. The materials to be used will meet specification 9-18.1(1) as stated in the Washington State Department of Transportation's 2002 Standard Specifications for Road, Bridge and Municipal Construction. The concrete will meet or exceed 4,000 PSI compressive strength when tested at the age of 28 days.	\$ <u>56.00</u> ea	<u>20</u> %	\$ <u>44.80</u> ea	\$ <u>25,000</u>
Please provide your Part #: TYP01 TYP02						
SCHEDULE C – TOTAL BID PRICE						\$ <u>25,000.00</u>

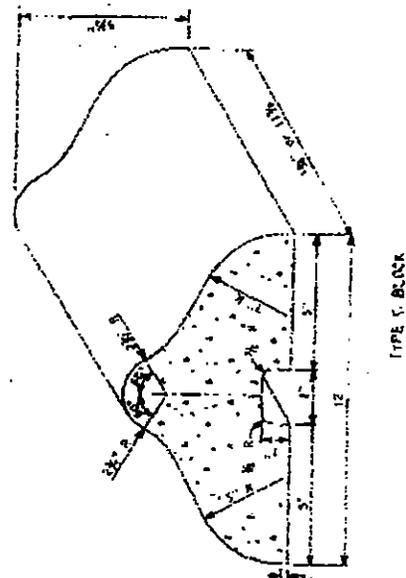
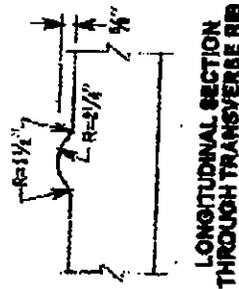
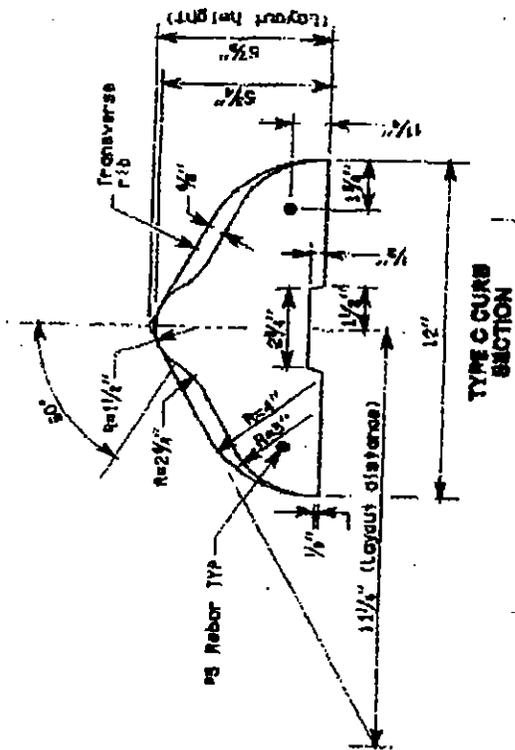
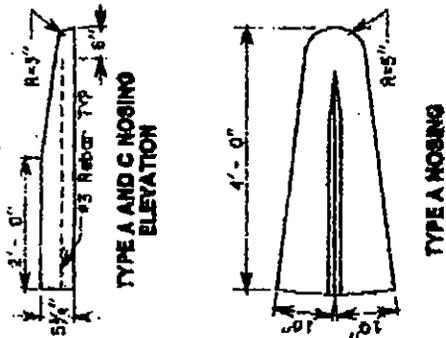
This Invitation to Bid Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

Schedule C – Pre-Cast Curbing Price List

Item No.	Est. Annual Use	Description	List Price	% Disc.	Unit Price	Est. Use x Unit Price
1	25,000 ea	<p>Specifications: All pre-cast curbing to be supplied will meet specifications stated in Standard Plan F-2 of the Washington State Department of Transportation's Standard Plans for Road, Bridge and Municipal Construction.</p> <p>The materials to be used will meet specification 9-18.1(1) as stated in the Washington State Department of Transportation's 2002 Standard Specifications for Road, Bridge and Municipal Construction. The concrete will meet or exceed 4,000 PSI compressive strength when tested at the age of 28 days.</p>	\$ _____ ea	_____ %	\$ _____ ea	\$ _____
Please provide your Part #:						
SCHEDULE C – TOTAL BID PRICE						\$ N/A

See addendum 1

ATTACHMENT A – DRAWING, Pre-Cast Curbing



PRECAST
TRAFFIC CURB
STANDARD PLAN F-2

OCT. 20, 2008 16:51

INVITATION TO BID

Addendum # 1



Department Of Executive Services
 Finance And Business Operations Division
 Procurement And Contract Services
 Section
 206-263-9400 TTY RELAY: 711

ADDENDUM DATE: March 9, 2009

ITB Title: Plastic Raised Pavement Markers (Traffic Buttons), Pavement Marking Powder and Related Items

ITB Number: 1051-09OLB

Due Date/Time: March 24, 2009 – 2:00 p.m.

Buyer: Ovita Bonadie, ovita.bonadie@kingcounty.gov, 206-263-9308

This addendum is issued to revise the original Invitation to Bid 1051-09-OLB advertised March 5, 2009, as follows:

This addendum which changes the ITB with changes underlined and **text bolded**.

Section 6

6.5 Pricing

Schedule C – Pre-Cast Curbing Price List to read as follows

Item No.	Est. Annual Use	Description	List Price	% Disc.	Unit Price	Est. Use x Unit Price
1	\$25,000 worth	<p>Specifications: All pre-cast curbing to be supplied will meet specifications stated in Standard Plan F-2 of the Washington State Department of Transportation's Standard Plans for Road, Bridge and Municipal Construction.</p> <p>The materials to be used will meet specification 9-18.1(1) as stated in the Washington State Department of Transportation's 2002 Standard Specifications for Road, Bridge and Municipal Construction. The concrete will meet or exceed 4,000 PSI compressive strength when tested at the age of 28 days.</p>	\$ _____ ea	_____ %	\$ _____ ea	\$ _____
Please provide your Part #:						
SCHEDULE C – TOTAL BID PRICE						\$

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

BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Chinook Building, 3 rd FL CNK-ES-0340 401 Fifth Avenue Seattle, WA 98104
URGENT	King County
Bid No.	1051-09OLB
Bid Title	Plastic Raised Pavement Markers (Traffic Buttons), Pavement Marking Powder and Related Items
Due Date	
Vendor	
URGENT	URGENT

Alpine Products, Inc. **Hugh Jacobson**
550 3rd Street S.W. Auburn, WA 98001 1-800-591-9466

November 29, 2010

Patty Reid
King County Procurement
Dept. of Executive Services
401 5th Ave., 3rd Floor
Seattle, WA 98104-1818

REC'D PROCUREMENT DIV.
10 NOV 31 AM 10:07

Re: ITB 1356-08 DMW, ITB 1051-09 OLB Traffic Paint, Thermoplastic. Request for Immediate Price Increase.

Dear Ms. Reid;

Alpine Products has received further price increases on traffic paint and thermoplastic powder (see attached documentation). There has been an ongoing shortage of raw materials for these products with price increases that started in April. We have been able to work with our main supplier keeping King County in material when other states and counties across the country had significant shortages that severely affected their striping projects. (Google: traffic paint shortage to see the depth of the problems)

At this time we cannot extend contract 1356-08 DMW traffic paint, and contract 1051-09 OLB pavement marking powder (schedule B Item 1 only) at current prices. Other items on 1051 are not affected. This is an emergency request as we can no longer sell either of these products at current contract prices.

We propose renewing contract 1356-08 DMW with an increase of \$1.65 per gallon on white and \$1.65 on yellow, or bulk unit price on white \$4,108.00 each and yellow at \$4,335.00 each. We can renew 1051-09-OLB, schedule B item 1 with an increase to \$0.80 per lb. These are direct increases from our supplier with no additional or hidden costs passed on. Please read the documentation enclosed from Ennis Paint that lists increases and the unstable supply chain for raw materials that is continuing to plague the traffic marking industry.

We have never witnessed a problem of this magnitude that affects multiple raw materials, shortages, and price increases, for all

manufacturers of traffic products to this degree. We would be happy to meet and discuss our proposal in person so please let us know if you would like to meet or if you have further questions.

Sincerely;

A handwritten signature in black ink that reads "Hugh Jacobson". The signature is written in a cursive style with a large, stylized initial "H".

Hugh Jacobson
Sales Manager
Alpine Products, Inc.



ENNIS
TRAFFIC SAFETY SOLUTIONS

*1st Increase
Paint/thermo*

April 23, 2010

Dear Valued Customer,

We have weathered a lot of storms together over the years and there are several striping seasons from years past that we would all rather forget. The 2008 season, with all of its pricing turmoil and \$147 per barrel oil, seems like just yesterday. Last year was a relatively calm year with some relative pricing stability.

This 2010 season has presented nothing but challenges for us and it's only April. We haven't even hit the heat of the summer when we usually expect the challenges to come. Our industry is facing a number of challenges that are undeniable and offer no short term relief. There are four primary drivers we are managing on a daily basis and each involves costs that are spirally upward, as well as supply that is unpredictable and inadequate. To help keep order I've chosen to speak to each separately.

Acrylic Resin – This is the backbone for all waterborne traffic paint. Given the headaches of 2008 the two suppliers of acrylic resins for traffic paint instituted price indexes to managing the month to month volatility. There are a handful of key raw materials used in producing these acrylic resins. Propylene and acrylic monomers are two components that have gone drastically wrong over the last several months. Propylene has climbed over 80% in the last 6 months. Dow Chemical, supplier of monomers to both businesses that produce traffic acrylic resins, has had significant outages in the production due to unforeseen shortfalls. Force majeure has been declared in the monomers industry.

The effect of radical price escalation of propylene and monomers paired with the short supply on monomers has driven acrylic traffic paint resins back to the highest levels we saw in August of 2008 when crude oil hit its peak. On top of the rapid run up in pricing we are all currently on sales control on the amount of acrylic resin we as paint manufacturers can source. Supply here over the last few weeks has been unpredictable and currently scheduled deliveries are being delayed due to availability of product. Our hope is that supply will stabilize here over the next number of months but the higher pricing is sure to stay through this 2010 season.

Rosin Esters – Rosin esters are the primary resin system used in "alkyd-based" thermoplastic. China has traditionally been a significant exporter of rosin ester into the U.S. This year Asian demand and a poor rosin crop in Asia have driven rosin pricing to an historic high. U.S. rosin manufacturers are extremely tight in supply due to a shift in the adhesives market from petroleum based chemistry to rosin-based. There has also been some domestic rosin production that has been taken off line due to a lack of return on investment. The trouble our industry faces is that rosin ester prices for road marking are the lowest price of all industries this material is supplied into. Once demand increases and supply tightens we as thermoplastic manufacturers are the hardest hit. Supply on rosin esters is limited and it is a monumental effort in getting the materials we need on a week to week and month to month basis. Cost increases in these rosin esters have been known since late 2009 and were a key driver in our previously announced price increase coming into 2010.

Liquid Epoxy Resin- There has been severe shortages in feedstock for epoxy resin production causing sales allocation across all epoxy industries and price increases in the neighborhood of 30+%. Dow Chemical is the primary supplier of epoxy resins and the Asian sources have been pushed by their own domestic demand. Current domestic supply of epoxy resin is on 60% sales allocation meaning that even if you have a contract with a supplier you are receiving just over half of the stated volume.

TiO2- As many of you know TiO2 is the white pigment used in all of our white products so it affects traffic paint, thermoplastic, epoxy, and a multitude of other chemistries we produce. The TiO2 industry has struggled for years and it is closely controlled by a limited number of manufacturers. As the economic recession hit TiO2 productive capacity was taken out of the system. The Asian market is now demanding significant quantities of product and substantial volumes of TiO2 are being exported by U.S. manufacturers to Asia. Growth in TiO2 demand here in 2010 has been in the range of 5% domestically, but the increased demand in Asia coupled with the lowered capacity of market has caused significant shortfalls in supply.

TiO2 pricing for roadmarking companies has again been the lowest in the industry and with this tightening our industry is the hardest hit. We are facing unprecedented increases in price as well and unprecedented tightness in supply. This supply constraint affects nearly every white product we sell.

We have taken the time to go into some level of detail on each of these drivers to help you to understand that there are concrete issues regarding costs and supply into our industry. Ennis has a large footprint in the chemical industry and a clearer view of how far-reaching these challenges are. At this point we are under allocation for a number of these key raw materials and as a result we must be diligent in the allocation of finished product. Not only have we seen historic increases in the cost of chemicals and tightness in supply, but there has been some erosion in market price for our products. Pricing erosion has been driven without an understanding of the turmoil that we've seen on the horizon for the last number of months. These are circumstances that we can't continue to try to absorb. Ennis is announcing the following increases effective May 24, 2010 across the board to all customers.

Traffic Paint: \$.80/gal

Thermoplastic: \$120/ton

Epoxy Based Products (HPS-2, 3, 4, & 5): \$2.10/gal

We worked in earnest to manage these volatile costs in hopes that market conditions would improve, but week by week these conditions are continuing to worsen. In order to continue to supply you with industry leading quality, supply, and service we must implement these price adjustments.

We will be allocating shipments in a manner that will allow us to service as many committed customers as possible. With current market conditions we are unable to ship any one account more than historical monthly quantities and based on the future week to week conditions, it could be less.

Should you have questions, as I suspect you will, I would encourage you to speak with any one of the members of our sales team. We are in the process of organizing one or more conference calls led by Bryce and myself that will allow us to walk you through these market dynamics and explain in a more personal manner. Your respective sales person will be following up with details of these calls so that you may dial in. Please understand that we truly appreciate your business and we will work to do everything we can to stabilize this pricing back to a level that is more manageable. We understand the hardship this places on your business, but we are committing to working with you through this difficult time.

Sincerely,

A handwritten signature in black ink, appearing to read "John Anderson", with a long horizontal flourish extending to the right.

John Anderson
Global Director



*2nd Increase
Thermo*

June 21, 2010

Dear Valued Customer:

Ennis Traffic Safety Solutions will increase the price of thermoplastic by a total of \$25.00 per ton on all material shipped after July 5, 2010. The reason for this increase is the continued run up in the price of resin due to shortness in the market, coupled with high demand.

We have worked vigorously to manage these costs, but are forced to pass along a portion to ensure our ability to provide high quality product and service. We realize the impact this has on your business and will continue to work to mitigate any future increases.

We thank you for your continued support. If you should have any further questions, please contact your Regional Sales Manager.

Sincerely;

A handwritten signature in cursive script that reads "Jeff Low".

Jeff Low
National Sales Director



3rd Increase
Thermid

July 30, 2010

Dear Valued Customer,

Never before have we issued so many customer letters in a single season. With the shortages this season, it has been more important than ever to communicate on a regular basis. It is our hope that any future letters this year will be to report on the progress we are making in shortening lead times. I also hope that 2011 will be much more stable with minimal need for customer letters.

As we've mentioned before, Ennis' primary focus has been sourcing an adequate supply of chemicals, namely resins, to ensure we can make up ground lost over the past four to five months. In an effort to do this we have had to reach out to suppliers that are beyond our standard supply chain. Sourcing imported materials, although currently much more expensive, have become necessary if we have any chance of making up the lost business this season. In normal market conditions we would make adjustments to inventory levels and lead times to try to avoid paying these higher prices. Our inventory levels are almost non-existent as everything has become make and ship and lead times are a multiple of what they should be.

We've decided that we are better off to source the higher priced imports than to sit and wait for the domestic markets to normalize. The season will quickly come to an end and we have very little time. These plans as you can imagine have been in the works for a good number of weeks.

Effective on all shipments of product as of August 16, 2010 all prices for thermoplastic products will be adjusted as follows.

+\$50.00/ton

This price adjustment has been calculated by determining the weighted average cost of domestic products and the unrealistically high priced imports. With this in mind you can now appreciate the premiums we are faced with.

In a season such as this we will seldom give much of a projection on future cost movements. Given the timing of the year and knowing our sourcing strategy through year end, we believe there will not be a need for further adjustment here in 2010. This is by no means a promise but we feel it's important that you have a relative sense what the next number of months holds.

This is the toughest season any of us have every experienced and we are anxious to make a hard push through the end of 2010 and work diligently to stabilize for 2011. We truly appreciate your business and we apologize for the lack of adequate supply this season. As always, please don't hesitate to contact anyone of your contacts at Ennis should you need additional information.

Best Regards,

John Anderson
Global Director

5910 North Central Expressway, Suite 1050
Dallas, Texas 75206



*2nd Increase
Paint
4th Increase
Thermo*

November 23, 2010

Dear Valued Customers,

We are nearing what seems like the longest year we've ever had. Many of you have been in this industry for decades and never seen the likes of 2010. We're all anxious to close the books and get into next season. All of us managing the supply chain side of Ennis have been working diligently with raw material suppliers to shore up greater stability in our chemical supply for this next season.

We saw the supply of traffic paint improve very late in the season as projected. Ennis has been strongly cautioned that the monomers used to produce the traffic resin remains very tight and will remain so through the next couple of years. Supply contracts are not readily available to all. Any disruptions this next year will push traffic latexes back into sales allocation and if severe enough, force majeure. We are diligently working to project our requirements by grade by month to minimize the effect of such disruptions.

TiO₂ remains scarce and all coatings companies big and small are scouring the planet to secure adequate supply in 2011. By November the demand for these pigments is usually in a seasonal lull, but with the market dynamics, demand remains at an all time high as many manufacturers are buying forward and inventorying product going into January.

Thermoplastic resin supply has continued to deteriorate and pricing has continued to climb. Ennis Traffic Safety Solutions has instituted nearly 20% in thermoplastic price increases in 2010 and with the continued increases in chemical pricing we still have not recovered the cost of these increases for the year! We simply have never seen anything like it. Thermo resin prices are exponentially higher than they were this last January. The availability of hydrocarbon resins continues to decrease driving more and more industries like adhesives and inks to use the same rosin ester (alkyd) chemistry that we use in thermoplastic. Asia's demand for these types of products has continued to increase which has reduced supply and driven the price to new levels. The world markets are moving away from hydrocarbons and into rosin esters given the heavy reductions in hydrocarbon production.

Because of these dynamics, Ennis is taking a new approach in business. We are securing supply with hard commitments to the chemical industry that are firmer and longer term.

Our sales team will be following up to further explain our 2011 situation and to understand your needs and requirements. We've just recently gained clarity on our future supply and there's much to do. We haven't much time and we will be diligent in working with you to understand your intent for this upcoming striping season.

As a result of these industry dynamics, Ennis is announcing 30-day list price adjustments for all shipments of both paint and thermoplastic to go into affect Jan 1, 2011 as follows:

Traffic Paint: +\$0.85/gal

Thermoplastic: +\$350/ton

These adjustments are fixed through the 1st quarter of 2011 and are then subject to change. All shipments currently in the system will assume list price adjustments. Ennis is prepared to work with you to better understand your business so that we can determine the best path forward.

We all very much realize the strain and hardship these adjustments place on your business. It is imperative that we work together get through this. Regardless of your purchasing strategy for 2011 we would encourage you, more than ever, to proceed with extreme caution a you bid work going forward. Ennis continues to find ways to cut costs to help mediate the adjustments but the magnitude of chemical prices are simply too great. By working together we are confident in our ability to provide you with the service you deserve.

Sincerely,

A handwritten signature in black ink, appearing to read "John Anderson", with a long horizontal flourish extending to the right.

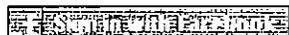
John Anderson
Global Director



Sign in | Register for free

Site Search

Search Local Business Listings



Search for keywords, people, locations, obituaries, Web ID and more..

Home News Business Sports Entertainment Interact Jobs Autos Real Estate

Top Stories



Become a fan of cleveland.com on Facebook



cleveland.com iPhone app now available: Download it...

Home > Metro - cleveland.com > News

Traffic striping paint in short supply

Published: Monday, May 24, 2010, 8:54 PM Updated: Tuesday, May 25, 2010, 7:18 AM



Karen Farkas, The Plain Dealer

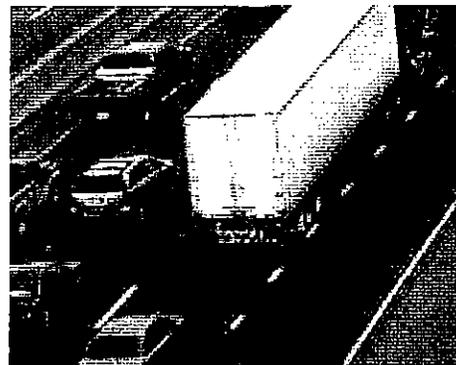
Follow

Share this story

Story tools

Fresh white and yellow lines on area highways may be harder to find this summer due to a shortage of chemical compounds needed to make the highly durable reflective road paint.

"There is just not as much traffic paint to fill all the orders that have gone in," said Chris Engle, director of public agencies for the Ohio Contractors Association. "We will have some issues with keeping up and completing projects on time."



PD file

A shortage of traffic striping paint has left road crews and transportation departments without the paint they need.

6

0

Like

Be the first of your friends to like this.

Share

21 Comments

Engle first heard of the shortage two weeks ago from a contractor. Paint

orders, which used to take one to two weeks to fill now will take up to five weeks, he said.

The reason for the shortage is two-fold, said Phil Phillips, managing director of Chemark Consulting Group Inc. in North Carolina, which analyzes the coating industry.

China had been exporting several of the chemical compounds needed for road paint and other types of paint at a much lower price than U.S. firms, he said. But about a month ago China told its chemical producers not to export their products because of domestic demand, Phillips said.

Top U.S. chemical firms, including Dow Chemical Co. and DuPont, could not meet the increased demand from paint companies because they had scaled back chemical production during the economic slowdown, he said.

"They are just now bringing those lines up to speed, but are not caught up yet," Phillips said.

Companies that make the paint are scrambling.

"We are having shortages and having a hard time getting materials," said John Milgram, president of Aexcel Corp. in Mentor. Sixty percent of its business is traffic paint and it sells to contractors throughout Ohio and other states, he said.

While chemicals are hard to obtain, he said the most difficult ingredient to locate is yellow pigment resin, which is only available from China and is now in short supply.

"We have to order it eight weeks in advance," he said. "We are warning everybody their orders may not be on time and the lead times they got used to will be hard for us to meet."

Milgram said he hoped the shortage is resolved by mid-summer.

Dow is allocating its products to paint companies across the country, said Mike Conway, spokesman for Sherwin-Williams Co. That has affected production of all paint, including road paint, which is a very small part of Sherwin-Williams' business, he said. Conway said it takes a little more time to fill orders, but all are being met.

Scott Varner, spokesman for the Ohio Department of Transportation, said officials there believe the road paint shortage will be a short-term problem.

He also said ODOT, which has large contracts already in place with suppliers for paint to restripe roads, will not see delays but counties, cities and contractors may.

"We will be contacting county engineers about this and our recommendation is that contractors will need to order paint early and not wait until near the completion of the project," Varner said. "It is better to have it ahead of time as opposed to getting to the end of an impressive project and not having the paint to stripe."

To reach this Plain Dealer reporter: kfarkas@plained.com, 216-999-5079

Related topics: aexcel, construction, odot, paint, sherwin-williams, traffic



25 ATSSA's Response to the Traffic Paint Shortage:

A couple posts down, we posted a NYT story about traffic paint shortage.

We just received an e-mail from ATSSA, our trade organization. The following is their response to the shortage. We apologize for the length. We copied their e-mail; they did not provide a link. Regardless, the problem is important enough to post the comments in their entirety:

ATSSA CHAIRMAN URGES STATES TO ELIMINATE LIQUIDATED DAMAGE CLAUSES AS A RESULT OF GLOBAL SHORTAGES OF RAW MATERIALS USED TO PRODUCE ROADWAY STRIPING PRODUCTS

Fredericksburg, Va. -

Joseph Jeffrey, the Chairman of the American Traffic Safety Services Association (ATSSA), today urged state departments of transportation and other project owners to suspend penalties and/or liquidated damages for roadway striping contractors who are unable to deliver products in accordance with established project schedules. The request is the result of a global shortage of raw materials used to produce roadway striping products. Jeffrey's letter said in part, "Due to raw materials shortages, striping products are simply becoming unavailable."

Global shortages of several key raw materials used to produce paint; thermoplastic and epoxy have resulted in unprecedented delays and increased costs in the production of these products. Other factors contributing to the shortages and price hikes include shut-downs or repairs at production facilities and increased global demand for the materials.

"The cost of resin from domestic suppliers is up 20 percent from 2009, and off-shore resin producers have increased their prices by 80 percent in that same timeframe," said Jon Sproul, general manager of Swarco, Columbia, Tenn. Based on recent reductions in the availability of acrylic resin, rosin esters, liquid epoxy resin and titanium dioxide (TiO2), the manufacturers of roadway striping products are operating far below past production levels.

"The paint shortage is hitting the roadway safety industry hard," said Tom McSwain, eastern United States sales manager and director of government affairs, Ennis Traffic Safety Solutions, Dallas, Texas. "We are operating at significant reductions right now over where we were last year. This situation is adversely affecting all of us."

Not only are the shortages increasing the price of goods, they could also result in penalties and/or liquidated damages for ATSSA members and other contractors who cannot complete projects on time.

"The continued shortages could result in penalties for ATSSA members and contractors who are unable to fulfill their contractual obligations due to paint, thermoplastic and epoxy not being available or delivery of the product being delayed significantly," added McSwain.

"Now is the time for ATSSA members to become proactive in their chapters, speaking with one voice to their local DOT leadership, urging them to eliminate costly liquidated damage clauses on those projects affected by these shortages. In addition, they should solicit extensions on those projects from DOT management," said ATSSA President and CEO Roger Wentz.

The following raw materials are affected:

Acrylic Resin: This raw material is the backbone for all waterborne traffic paint. Suppliers of acrylic resins for roadway

categories

- Accidents In Work Zones
- ADA-Compliant Issues
- Liability And Risk
- Sidewalk Closures
- ATSSA
- Construction Projects
- Distracted Drivers
- DOT News
- Egomaniacal Basketball Players
- Highway Safety
- History
- Legislation
- Highway Sill
- Lighter Side
- Pedestrian Safety
- PSS
- RoadQuake Rumble Strip
- SafetyRail ADA-Compliant
- Pedestrian Barricade
- School Zone Safety
- Traffic Safety Industry
- Uncategorized
- Work Zone Safety

PRESENT ARTICLES COMMENTS

- A Little Culture For A Friday...
- "Faces Of Distracted Driving"
- Uh, Never Mind...
- "I-475 Construction Zone Creates Challenge For [Ohio] DOT Crews"
- "Highway Accidents Leaves One Dead, Injures Three"

< Oct Dec >

NOVEMBER 2010

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30			EC		

• Events

No Events.

tag cloud

Accidents In Work Zones ADA-Compliant Devices Anchor Type III Barricade ATSSA Caltrans Construction Projects Construction Projects Distracted Drivers DOT News High-Speed Rail Highway Bill Highway Safety Legislation Liability And Risk Lighter Side Pedestrian Access Routes Pedestrian Safety PSS RoadQuake Rumble Strips SafetyRail ADA-Compliant Pedestrian Barricade School Zone Safety Sidewalk Closures Temporary Pedestrian Access Route The Betrayal Trade Shows Traffic Safety Industry Work Zone Safety

paint have instituted price indexes to manage the month to month volatility. Propylene, a key component, has climbed over 80 percent in the last six months. Suppliers have had significant outages in the production due to unforeseen shortfalls. Force majeure has been declared by a major producer in the acrylic resin industry.

Rosin Esters: This is the primary resin system used in "alkyd-based" thermoplastic. China has traditionally been a significant exporter of rosin ester into the U.S. This year, Asian demand and a poor rosin crop in Asia have driven rosin pricing to historic highs. U.S. rosin manufacturers are extremely tight in supply due to a shift in the adhesives market from petroleum based chemistry to rosin-based. There has also been some domestic rosin production that has been taken off-line due to a lack of return on investment in the past. The trouble the roadway safety industry faces is that rosin ester prices for road markings are the lowest price of all industries to which this material is supplied. Larger industries, such as the adhesive industry, pay a much higher price for rosin ester, therefore, as demands increase and supplies tighten, thermoplastic manufacturers, who pay the lower price, are the hardest hit.

Liquid Epoxy Resin: There have been severe shortages in the chemicals used for epoxy resin production. This has caused sales allocation across all epoxy industries and price increases in the neighborhood of 30-plus percent.

Titanium Dioxide (TiO2): This is the white pigment used in all white roadway paint, thermoplastic, epoxy and a multitude of other chemistries. The TiO2 industry has struggled through financial and production issues for years and it is comprised of a very limited number of manufacturers. As the economic recession hit, TiO2 productive capacity was taken out of the system. The Asian market is now demanding significant quantities of the product and substantial volumes of TiO2 are being exported by U.S. manufacturers to Asia. Growth demand in 2010 for TiO2 has been in the range of five percent domestically, but the increased demand in Asia, coupled with the lowered capacity of market, has caused significant shortfalls in supply. Like rosin esters, TiO2 prices paid for road markings are near the bottom price paid of all industries to which this material is supplied.

Larger industries, such as the automobile industry, pay a much higher price for TiO2, therefore, as demands increase and supplies tighten, those who pay the lower price, in this case the roadway safety industry, are the hardest hit. Industry experts advise that this issue is difficult to predict, as is the future availability of these materials due to numerous, complicated factors.

"It is our hope that state departments of transportation and other project owners will understand that individual contractors are at the mercy of volatile international markets in this case and will respond by providing much needed relief to them," added Wentz.

SUBMIT
[TO: BLOG.COM](http://blog.com) [MYS.COM](http://mys.com) [TECHNOPAD](http://technopad.com) [DELICIOUS](http://delicious.com) [FACEBOOK.COM](http://facebook.com)

TAGGED AS: [DOT NEWS](#) [HIGHWAY SAFETY](#) [LEGISLATION](#) [LIABILITY](#) AND [LINK TO PUBLIC SAFETY INDUSTRY](#)

PUBLISHED BY WILLIAM JAMERSON IN: [DOT NEWS](#) [HIGHWAY SAFETY](#) [LEGISLATION](#) [LIABILITY](#) [INDUSTRY](#)

If you like this blog please take a second from your precious time and subscribe to my [rss feed!](#)

Leave a Reply

NAME (*)

E-MAIL (*)

URL

Welcome to TimesPeople
Get Started

TimesPeople.com powered by **There Will Be Blood**

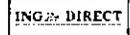
Log In Recommend

HOME PAGE TODAY'S PAPER VIDEO MOST POPULAR TIMES TOPICS

Subscribe to The Times Log In Register Now

The New York Times

Search All NYTimes.com



U.S.

WORLD U.S. N.Y. / REGION BUSINESS TECHNOLOGY SCIENCE HEALTH SPORTS OPINION ARTS STYLE TRAVEL JOBS REAL ESTATE AUTOS
POLITICS EDUCATION BAY AREA CHICAGO

What's On Now
Tuesday, May 25, 2010 10:30 AM - 11:00 AM

'Dangerous Dog' Rufus Gets Honored

Traffic Paint Shortage Threatens Roadwork

By MICHAEL COOPER
Published: May 25, 2010

"The white line in the middle of the highway," Jack Kerouac rhapsodized in "On the Road," "unrolled and hugged our left front tire as if glued to our groove."

But this spring some of those white lines — and yellow lines and double yellow lines — may not unroll as long as people would like: a shortage of traffic striping paint has left road crews and transportation departments without the paint they need to separate northbound and southbound traffic.

"We really have guys sitting at home because we don't have the material to do the work," said Mike Liljestrom, the president of Apply-A-Line Inc., a pavement-marking company in Washington State.

The timing could scarcely be worse. Spring is when road workers emerge from their winter hibernations, and orange traffic cones pop up like yellow daffodils. In an industry whose favored medium is acrylic on pavement, the paint shortage is gumming up the works.

The Associated General Contractors of America, a major industry trade group, warned state and federal transportation officials last week that the shortage has "very significant ramifications for completion of highway projects this summer," and asked them not to penalize contractors and suppliers if they are unable to finish projects on time because of a paint shortage that is beyond their control.

The scarcity stems in large part from the shortage of an obscure chemical compound called methyl methacrylate, one of the key ingredients in roadworthy paint, which must be sturdy, long-lasting and reflective. A major producer of the compound, Dow Construction Chemicals, had production problems this year at a plant in Deer Park, Tex. Other companies scaled back production during the economic downturn, said Phil Phillips, the managing director of the Chemark Consulting Group, which analyzes the coatings industry.

The want of the chemical has started a chain reaction. Aexcel, a company outside Cleveland that makes traffic paint, just used up its supply and may be unable to make additional traffic paint until it gets more in mid-June. "I think we emptied our tank yesterday," John Milgram, Aexcel's president, said Friday. He said he had been scouring the country to replenish his stock.

In Texas, officials say the shortage could delay plans to recoat the surface of some roads if there is not enough paint around to safely mark the lanes once the work is done. In some

Log in to see what your friends are sharing on nytimes.com
Privacy Policy | What's This?

Log In With Facebook

RECOMMEND

TWITTER

SIGN IN TO E-MAIL

PRINT

REPRINTS

SHARE



What's Popular Now

U.S. Corporate Profits Rose in Third Quarter



AIDS Risk Greatly Lowered by Daily Pill. Study Finds



Politics E-Mail

Keep up with the latest news from Washington with the daily Politics e-mail newsletter



See Sample | Privacy Policy

Ads by Google

what's this?

Trucking With CSA Advantage

Safety / Compliance Solution For FMCSR Issues. Order Online Now!
www.TripPak.com/CSAAdvantage

Stucco Stone

Stucco repairs, New construction Veneer stone, Natural stone
volynatexllc.com

Asphalt Paint Seattle

Private Roadway, Driveway, Parking Lots, Residential & Commercial.
eastlakeasphalt.reachlocal.com

Dehydrated Food Cheap

25 Varieties, 125 pounds 8 five gallon buckets
www.PatriotFood.com

Line Strippers from \$64

Largest Selection of Line Strippers Graco-SpeeFlo-Pay No Sales Tax!
www.PaintSprayersPlus.com

Striping Done Right

Road Marking Equipment & Paint To Get The Job Done! Call Us Today
www.transafeproducts.com

Advertise on NYTimes.com

MOST E-MAILED

MOST VIEWED



1. Radiation Worries for Children in Dentists' Chairs

ORIGINAL
 Department of Executive Services
 Finance and Business Operations Division
Procurement and Contract Services Section
 206-263-9400 TTY Relay: 711
Invitation to Bid**ADVERTISED DATE: MARCH 5, 2009**
 Invitation to Bid (ITB) Title: Plastic Raised Pavement Markers (Traffic Buttons),
 Pavement Marking Powder and Related Items

 ITB Number: 1051-09 OLB

 Due Date: March 24, 2009 - 2:00 p.m.

 Buyer: Ovita Bonadie, ovita.bonadie@kingcounty.gov, 206-263-9308
Term Supply Requirement

Furnish plastic raised pavement markets (traffic buttons) and related items as requested by authorized King County Department of Transportation (DOT) personnel in accordance with the attached instructions, requirements and specifications.

GRAND TOTAL BID PRICE: \$ 140,301.00
**NO PRE-BID CONFERENCE
 NECESSARY**

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

We acknowledge that **Addenda** numbered 1 to 1 have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Alpine Products, Inc.

Address

550 3rd Street S.W. Bldg C

City/State /Postal Code

Auburn WA 98001

Signature

Print name and title

Bart Farrar, President

Email

bart@alpinemarkings.com

Phone

253-351-9828

Fax

253-735-6303

SCS/DBE Certification Number

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

SECTION 1 Instruction To Bidders

1.1 Introduction

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

1.2 Bid Submittal Procedure

The original and (2) copies of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

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

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

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

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

1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.4 Alterations to Document

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

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

1.5 Late Bids

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

1.6 Cancellation of ITB or Postponement of Bid Opening

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

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

1.7 Addenda

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

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

1.8 Questions and Interpretation of the ITB

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

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

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

1.9 Examination of Bid Documents

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

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

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

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

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

1.11 Bid Withdrawal After Public Opening

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

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

1.12 Cost of Bid and Samples

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

1.13 Collusion

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

1.14 Bid Effective Date

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

1.15 Bid Price and Tax

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

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

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

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

1.16 Protest Procedures

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

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

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

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

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

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

2.2 Responsive and Responsible

Responsive

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

Responsible

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

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

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

2.3 Financial Resources and Auditing

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

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

2.4 King County Contracting Opportunities Program

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

2.5 Substitutions

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

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

2.6 Forms Required Before Contract Award

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

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

*If not on file with the County

2.7 Rejection of Bids

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

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

2.8 Single Bid Receipt

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

2.9 Public Disclosure of Bids

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

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.10 Contract Award

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

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

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

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

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

3.2 Contract Amendments

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

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

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

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other

party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

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

Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

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

3.14 Maintenance of Records/Audits

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

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

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

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

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

3.15 Other Public Agency Orders

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

3.16 Environmental Purchasing Policy

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

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

3.17 Industrial and Hazardous Waste

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

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

3.18 Patents and Royalties

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

3.19 Supported Employment Program

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

3.20 Nondiscrimination and Equal Employment Program

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

3.21 Equal Benefits To Employees With Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

3.22 Non-Waiver of Breach

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

3.23 Severability

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

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$500,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

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

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

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

4.3 Price Revisions

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

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

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

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

4.4 Shipping Charges

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

4.5 Packing Slips

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

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

4.6 Use Report

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

4.7 Warranty

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

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

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

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

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

4.8 Warranty Remedies

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

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

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.9 Hazardous Chemical Communication

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

4.10 Prohibition on Asbestos-Containing Products

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