



City of Tacoma, WA

**TACOMA WATER
REQUEST FOR BIDS
GREEN RIVER FILTRATION FACILITY POLYMER SUPPLY
SPECIFICATION NO. TW25-0232F**



**City of Tacoma
Tacoma Water**

**REQUEST FOR BIDS TW25-0232F
GREEN RIVER FILTRATION FACILITY POLYMER SUPPLY**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 14, 2025

Submittals must be received by the City’s Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@tacoma.gov Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@tacoma.gov immediately.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: Supply water treatment polymers to the Green River Filtration Facility for 2026 with up to four additional one-year renewals.

Estimate: \$240,000 for first year

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information:

“The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Brandon Snow by email to bsnow@tacoma.gov.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.




Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

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SUBMITTAL CHECKLIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

<p>The following items make up your complete electronic submittal package (include all the items below):</p>	
<p>Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</p>	
<p>Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</p>	
<p>Certification of NSF/ANSI Standard 60 for Water Treatment Chemicals – Health Effects Bidder to provide copy of current documentation</p>	
<p>After award, the following documents will be executed:</p>	
<p>City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.</p>	
<p>Certificate of Insurance and related endorsements (Appendix D) Shall be submitted with all required endorsements</p>	

1. STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply.

2. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix D.)

3. DESCRIPTION OF WORK

Tacoma Public Utilities (TPU), Water Division (Tacoma Water) is soliciting bids to establish one or more contracts with qualified Suppliers to fulfill the City's needs for water treatment polymers on an as-needed basis. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality, and availability.

These products are used by Tacoma Water and will be delivered to the Green River Filtration Facility, 36932 SE Green River Headworks Road, Ravensdale, Washington, 98051. The filtration facility uses a cationic polymer as a coagulant aid, a nonionic polymer as a filter aid, and an anionic polymer for dewatering via screw presses.

The estimated annual usage for each chemical is shown on the Price Proposal Form (Appendix B). These are estimated quantities only and do not guarantee a specific volume or dollar amount.

Suppliers may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected. Should a contracted Supplier fail to meet quality and/or availability requirements contained in these specifications, the City may move to terminate the contract with 10 days written notice.

4. ANTICIPATED CONTRACT TERM

The initial contract will be for a one-year period from January 1, 2026 to December 31, 2026 with the option to extend the contract for four additional one-year terms upon the mutual consent of both parties. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contracts may be issued after Public Utility Board approval.

The anticipated schedule of events concerning this RFB is as follows:

Question Deadline:	10/1/2025
City response to Questions:	10/3/2025
Submittal Due Date:	10/14/2025
Public Utility Board/City Council Approval, on or about:	11/12/2025

6. INQUIRIES

- 6.1** Questions can be submitted to *Brandon Snow*, Senior Buyer, via email to bsnow@tacoma.gov. Subject line to read:
Spec #TW25-0232F – Green River Filtration Facility Polymer Supply – *VENDOR NAME*
- 6.2** Questions are due by 3 pm on the date included in the Calendar of Events section.
- 6.3** Questions marked confidential will not be answered or included.
- 6.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 6.5** The answers are not typically considered an addendum.
- 6.6** The City will not be responsible for unsuccessful submittal of questions.
- 6.7** Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

7. PRE-BID MEETING

No pre-bid meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the [inquiries](#) section.

8. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

9. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed

immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's.

10. AWARD

Awardee shall be required to comply with 2 CFR part 25 and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

Award will be made to the lowest responsive, responsible bidder for each line item. Bidders may bid on one or more line items. All bidders shall provide unit and total pricing for each line item they are bidding on. The unit pricing will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
 - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
 - b) References, judgment, experience, efficiency and stability.
 - c) Whether the contract can be performed within the time specified.
 - d) Quality of performance of previous contracts or services

11. CONTRACT PRICING

The quoted prices in each bid shall be firm prices throughout the initial one-year contract. Bids conditioned upon assumed price increases during this contract term will be considered non-responsive. Supplier shall submit all proposed price adjustments 60 days prior to the contract renewal date and, if the price adjustment is approved by the City of Tacoma per the Price Adjustments section, it shall remain a fixed price for that renewal year. During each contract term, under special circumstances and with appropriate notice, the City may consider price increases as stated in the Price Adjustments section.

12. PRICE ADJUSTMENTS

Price increases shall only be considered during the contract period if detailed justification is provided to show an increase in production or distribution costs for a given chemical in the time since the start of the contract. Bid submittal prices will establish a base against which Contractors may request price adjustments per the following terms:

1. Contractor shall submit proposed price changes in writing to the contract administrator (contract information provided after award) 45 days prior to the effective date
2. The City reserves the right to accept or reject all such price adjustments
3. Price increases will be adjusted only to the amount of cost increase to Contractor. No adjustment will be made for Contractor profit margin.
4. Any proposed price increase to Contract line items must be beyond the control of the Contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect
5. Increase requests may be evaluated against various market conditions, including but not limited to:
 - a) Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84+100, for comparable period
 - b) Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted for the comparable period
 - c) State/federal regulations affecting production costs of the materials
 - d) Volatile commodity market conditions
 - e) Various producer price or commodity indices
 - f) Minimum wage adjustments

Additional requirements related to price adjustments are included in the City of Tacoma [Standard Terms and Conditions](#).

13. TARIFFS

Any charges related to tariffs should be included in the bid unit pricing. If the tariff cost is removed or reduced during the contract, Supplier will immediately reduce the contract unit price accordingly.

As allowed by the [Standard Terms and Conditions](#), price increases during the contract term as the result of tariffs will be considered by the City with sufficient documentation from the Supplier to substantiate the increase requested. Tariff charges added during the contract will be invoiced as a separate line item.

14. DELIVERY

Supplier delivery requirements are identified in Section 1.4 of the Technical Provisions.

15. INSPECTION

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the Supplier shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

Material failing to meet the requirements of this contract will be held at Supplier's risk and may be returned to Supplier. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Supplier.

16. COMPLIANCE WITH SPECIFICATIONS

Any product that does not comply with any part of these technical specifications shall be rejected and the Supplier shall, at its own expense, including shipping, replace the item.

17. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

18. QUANTITIES AND PURCHASE ORDERS

The quantities listed are an estimate only, based on historical data gathered from the previous five years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

19. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used

- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

APPENDIX A

Technical Provisions

Material Specifications

1. TECHNICAL PROVISIONS

1.1 ESTIMATED QUANTITIES

The Bidder shall base their unit price on the estimated quantities shown on the attached price proposal form (Appendix B). These quantities are provided as estimates only. The actual purchased quantities may increase or decrease as operating requirements dictate. Deliveries will be in accordance with the "Purchase Order Release" on an as-needed basis.

Tacoma Water reserves the right to increase or decrease the amounts of chemicals purchased to allow proper operation of its treatment systems (see Section 1.35 of the Standard Terms and Conditions).

1.2 POLYMER PREQUALIFICATION

Only prequalified polymer products, as identified in the Technical Provisions, may be bid for these contracts. Any Supplier interested in bidding on future contracts may contact Tacoma Water to schedule prequalification testing at the Green River Filtration Facility. Green River Filtration Facility Polymer Prequalification Requirements are included in Appendix E. Only polymers tested and approved by Tacoma Water in advance will be allowed to be bid for future contracts. Once a product is prequalified, it will remain prequalified unless the product specification changes or Tacoma Water has reason to believe testing is warranted again.

If a polymer product does not perform satisfactorily and/or similarly to the performance observed during the prequalification testing, Tacoma Water reserves the right to terminate the contract, award to the next lowest bidder, and remove the polymer from the list of prequalified products. Tacoma Water will be the sole judge of the polymer's performance and may base product suitability on treated water quality, polymer dose requirements, effects on other chemical usage, operational stability, filter run length or head loss, percent solids of water treatment residuals, comparison to other polymers, or any other factors that may be considered.

Each polymer shall have a shelf life of at least six (6) months and shall be compatible with all existing equipment, facilities, and chemicals in use at the Green River Filtration Facility.

1.3 QUALITY

Fill access hatches on chemical trailers are required to be sealed. The seal number is required to be written on the bill of lading and faxed or emailed to the operator on duty prior to delivery.

Tacoma Water personnel may reject chemicals if they find the chemical product to be defective or unacceptable for use. Acceptance or rejection of chemicals will be solely at the discretion of Tacoma Water personnel and may be contingent on the results of onsite testing of samples.

Any required samples shall be collected from the delivery vehicle by the driver. The samples will be considered representative of the lot. Tacoma Water reserves the right to spot-check water treatment chemical samples using the methods outlined in the American Water Works Association (AWWA) chemical standards or specialty testing. Unsatisfactory results may be grounds for rejection or termination of contract.

The Supplier agrees to be completely responsible for all costs and losses resulting from rejection of chemicals. The Supplier shall make arrangements for removal of rejected chemicals from Tacoma Water premises. The Supplier shall defend, indemnify, and hold harmless Tacoma Water from any claim, loss, or damage occasioned by rejected chemicals subsequent to verbal or written notice by Tacoma Water to the Supplier of such rejected chemicals. The Supplier shall make arrangements to remove rejected chemicals within a reasonable time after notice is given. The Supplier will replace any rejected chemicals within no more than four (4) business days of notice at no extra expense to Tacoma Water. If it is determined that the Supplier is at fault for chemical contamination of the chemical storage tanks or feed systems, Supplier shall be responsible for removing the contaminated chemical and cleaning the contaminated facilities at their own expense.

All chemicals provided shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with National Sanitation Foundation (NSF) and American National Standards Institute (ANSI) Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation demonstrating compliance with NSF/ANSI Standard 60 shall accompany Bidder's bid. Failure to comply with this requirement may, at the discretion of the City, be grounds to reject the bid and consider it non-responsive.

Chemicals shall not be allowed to freeze during transit and shall not be delivered at a temperature in excess of 100 degrees Fahrenheit.

During the contract term, should Tacoma Water determine there are other conditions that cause undue hazard to its customers or employees, Tacoma Water reserves the right to immediately purchase water treatment chemicals from other suppliers and may ask the contracted supplier to pay any additional costs incurred by Tacoma Water.

Upon award and prior to a purchase order being issued, the Supplier shall furnish a product data sheet and Safety Data Sheet for each chemical to be supplied. Upon request by Tacoma Water, the Supplier shall provide information regarding the origin of the chemical to be supplied and documentation of the steps the Supplier takes to ensure the chemical conforms to AWWA and NSF/ANSI 60 requirements.

1.4 DELIVERY

Deliveries of water treatment chemicals shall be on an as-needed basis. Tacoma Water personnel will schedule deliveries seven (7) days a week. All deliveries shall be completed between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time.

Supplier shall acknowledge the criticality of timely deliveries of water treatment chemicals upon Tacoma Water's ability to provide safe drinking water to the public and shall make its best effort to ensure reliable deliveries. For every 2 hours that delivery is delayed beyond the scheduled delivery time, Tacoma Water may deduct liquidated damages as described in Section 1.7 of these provisions. Deliveries may be rescheduled provided that the Supplier notify Tacoma Water at least twenty-four (24) hours prior to the scheduled delivery time and the delay will not affect the operation of the treatment facilities or staffing schedules. Failure to meet agreed upon delivery time may result in a termination of the contract.

Supplier is expected to maintain sufficient chemical quantities on hand; deliveries shall be made within **ten (10)** business days of order placement by Tacoma Water.

Supplier shall make its best effort to make deliveries within the required time period or arrange backup chemical supplies for Tacoma Water. If the Supplier cannot, for any reason, deliver chemicals ordered by Tacoma Water and an excessive delay results, Tacoma Water reserves the right to immediately purchase water treatment chemicals from other suppliers with the understanding that the contracted Supplier may be asked to pay for any additional charges incurred by Tacoma Water. An excessive delay may be considered a total delivery time greater than ten (10) business days from order placement or when Tacoma Water deems chemical storage volumes to be near unacceptable levels due to delivery delays.

The Supplier shall be fully responsible for the safe delivery of the chemical in accordance with all local, state, and federal laws, as well as, the requirements stated within these bid documents. The delivery vehicle shall meet all Federal and Washington State Department of Transportation requirements, including the proper display of hazardous material placards. The delivery vehicle shall contain at least two means of communications (e.g., mobile phone and two-way radio) capable of reaching the company dispatch center or local emergency response authorities.

Prior to the arrival of any deliveries, the Supplier must provide the following information for each delivery to the operator-on-duty at the applicable fax number or email address to be provided after contract award:

1. Name of Transportation Company
2. Trailer License Plate Number
3. Seal Number(s) for sealed bulk deliveries

Upon arrival at the treatment plant, the truck driver shall present to onsite personnel the following items:

1. Bill of Lading, stating the following:
 - a. name of the chemical and brand name of the chemical, if any
 - b. percent strength of chemical
 - c. net weight and volume of the contents
 - d. name and address of the Supplier and/or manufacturer
 - e. lot code (e.g., rail car number or container number)
2. Machine-stamped Certificate of Weight and Measure, stating the following:
 - a. gross weight, tare weight, and net weight in pounds for the cargo trailer
 - b. truck number, trailer number, and transportation company name
 - c. time and date
3. Affidavit of Compliance, as specified in these provisions.
4. Certificate of Analysis, as specified in these provisions.

1.5 OFFLOADING LIQUID CHEMICALS

Supplier must check in with the water treatment plant operator on duty and shall not hook up to the fill connections until instructed by the operator. Phone numbers to reach the water treatment operator on duty will be provided after contract award. Supplier may be required to wait for the results of any on-site sample testing before being allowed to offload chemical.

Bulk Liquid Chemicals

The transfer of liquid chemicals from the cargo trailer shall be the responsibility of the Supplier and the cargo trailer operator. The cost of offloading liquid chemicals shall be borne by the Supplier. Consideration shall be made for the Supplier's stated ability to easily offload liquid chemicals at the various treatment facilities. Inspections of the facilities are encouraged prior to submitting bids.

Supplier shall make deliveries of liquid chemicals in single-unit cargo trailers dedicated only to transporting the specific chemical ordered or food grade products. The cargo trailer shall be clean and free of residue that may contaminate the chemical or Tacoma Water's facilities. The trailer shall be properly cleaned according to the chemical manufacturer's standard practices for preventing contamination and maintaining NSF/ANSI Standard 60 certification for the chemical. If requested by Tacoma Water, Supplier shall be able to provide information about prior products transported in a trailer.

The cargo trailer shall be equipped with an appropriate air compressor to effectively and safely transfer chemical to the storage tank. The failure of the Supplier or cargo trailer operator to provide an operational chemical transfer system shall be considered adequate justification for rejection of deliveries. The cargo trailer unloading hose shall be at least 30 feet long with a quick-connect coupling compatible with the coupling located at the treatment facility. At the Green River Filtration Facility, liquid chemicals may be offloaded using Supplier's onboard air compressor or Tacoma Water's plant air system. If Supplier elects to use the plant air system, Tacoma Water shall not be responsible for any damage to the Supplier's equipment or for delivery delays.

Totes

Tacoma Water shall be responsible for removing chemical totes from the rear of the delivery vehicle and transferring chemical totes from the delivery location(s) into the Tacoma Water facilities. Supplier or cargo trailer operator shall park at location(s) instructed by the water treatment plant operator.

Totes shall be clearly marked with the product name, manufacturer name, net weight, and manufacturing lot number.

1.6 SPILLS

The driver of the delivery vehicle shall be trained to respond to uncontrolled chemical releases and shall possess appropriate personal protective equipment suitable for the chemical being transported. In the event of a leak or spill caused by the Supplier or cargo trailer operator during delivery, the Supplier or cargo trailer operator shall be responsible to limit the release of chemical; contain any spilled chemical; clean up any spilled chemical; clean up any contaminated facility, structure, or vehicle; and collect and dispose of contaminated material and pay associated costs. Tacoma Water may locate buckets at connection points to collect chemical leaks or drips; disposal of any collected chemical will be the responsibility of the Supplier.

If Supplier or the cargo trailer operator causes a leak or spill, Supplier or the cargo trailer operator shall immediately notify onsite Tacoma Water personnel and begin cleanup. If the Supplier or cargo trailer operator has not initiated a response within four (4) hours, the spill will be cleaned up under the direction of Tacoma Water personnel with all costs reimbursed by Supplier. Such costs shall include first response and clean-up fees, fines or penalties which may be imposed by regulating authorities, together with \$150.00 per hour for each hour that Tacoma Water personnel must be engaged in the clean-up process. Supplier agrees to pay and/or authorize Tacoma Water to deduct from any sum due or to be due to the Supplier such spill-related costs.

1.7 LIQUIDATED DAMAGES

It will be understood that time is of the essence in the Supplier's performance. For every two hours – up to twelve (12) hours – that delivery is delayed beyond the scheduled delivery time, Tacoma Water may deduct the sum of \$20 from payment due to or to become due to the Supplier for the delivered price of the chemical order. In the event of unexcused delays that extend beyond one (1) day and are not considered unavoidable, the Supplier agrees to pay and/or authorize Tacoma Water to deduct from any sum due or to be due to the Supplier the sum of \$100 for each calendar day that the material is not delivered beyond the times stipulated in Section 1.4. This sum shall be considered not as a fine or penalty, but as liquidated damages, which the City will suffer by reason of the failure of the Supplier to perform and deliver treatment chemicals within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delay. Any deduction or payment shall not in any way release the Supplier from any further or other obligations and liabilities with respect to the Supplier's performance of the entire contract.

1.8 SUBCONTRACTORS

The Supplier is responsible to ensure that any subcontractors or third-party carriers meet all requirements of this contract. Failure of any subcontractor to comply with any contract requirement does not limit Supplier's responsibility.

1.9 PAYMENT

Payments will be made regularly against invoices submitted by the Supplier for chemicals delivered according to the rate based off the Supplier's bid submittal. The total price charged to Tacoma Water shall be the product of the unit price and the quantity delivered. No other fees or surcharges – including minimum delivery charges, fuel surcharges, or any other surcharges – shall be billed to Tacoma Water.

Sales tax does apply to polymer purchases. Other applicable taxes and fees, such as the Washington State Hazardous Substance Tax, shall be the responsibility of the Supplier.

Each invoice shall be clearly marked with the delivery date and identification number of the corresponding bill of lading. Units of measure used on invoices shall match those used on the bills of lading and the units used in the contract. Weight certificates shall be the basis for Supplier invoices, and invoice quantities shall reflect parameters indicated on the Certificate of Analysis. Invoices shall include the department name, identification number, order number, shipment date, delivery address, manufacturer product identification, quantity delivered, and contracted price.

Upon contract award, Supplier shall obtain current contact information from Tacoma Water for submitting invoices.

NOTE: Incorrect or incomplete invoicing will not be accepted; Supplier will be required to correct and resubmit.

2. MATERIAL SPECIFICATIONS

2.1 CATIONIC POLYMER

Price Proposal Item 1

Cationic polymer furnished under these specifications shall be an aqueous solution of epichlorohydrin amine condensates in accordance with AWWA Standard B452, of latest revision. The following products are prequalified for bidding:

- BASF Magnafloc LT-7981
- SNF Polydyne Clarifloc C-359

No other polymer products may be bid for this contract. See Section 1.2 of the Technical Provisions for information regarding polymer prequalification.

The cationic polymer specified shall be delivered FOB Destination Prepaid and Allowed to the Green River Filtration Facility, 36932 SE Green River Headworks Road, Ravensdale, Washington, 98051.

Partial loads will be required to fill the cationic polymer storage tanks. Shipments shall be made by tanker truck in lots of roughly 2000 gallons or less. Unless required by Tacoma Water, quantities other than 2000 gallons shall be accepted at the convenience of Tacoma Water.

The cationic polymer shall not be allowed to freeze during transit and shall not be delivered at a temperature in excess of 100 degrees Fahrenheit.

Each cationic polymer shipment shall be accompanied by the following:

1. Affidavit of Compliance stating that the cationic polymer furnished complies with all provisions of these specifications, including AWWA Standard B452, of latest revision, and NSF/ANSI Standard 60

2. Load-specific Certificate of Analysis stating the following:
 - a. neat viscosity
 - b. solution pH
 - c. the specific gravity of the solution
 - d. the solution weight in pounds per gallon
 - e. total solids
 - f. date of sample

The Affidavit of Compliance and the Certificate of Analysis must be presented to onsite personnel at the time of delivery. With Tacoma Water's approval, Supplier may provide a statement of conformance indicating the typical range of values for Items 2.c and 2.d rather than providing a load-specific Certificate of Analysis.

The Supplier shall be capable of providing technical support, including onsite jar testing and dosing recommendations, as required by the water treatment plant operators. Such support shall be offered at no cost to Tacoma Water, provided site visits are limited to three (3) or fewer visits during the contract period.

2.2 NONIONIC POLYMER

Price Proposal Item 2

Nonionic polymer furnished under these specifications shall be a nonionic polyacrylamide emulsion flocculant in accordance with AWWA Standard B453, of latest revision. The following products are prequalified for bidding:

- Nalco Nalclear 8181
- BASF Magnafloc E30
- SNF Polydyne Clarifloc N-6310

No other polymer products may be bid for this contract. See Section 1.2 of the Technical Provisions for information regarding polymer prequalification.

The nonionic polymer specified shall be delivered FOB Destination Prepaid and Allowed to the Green River Filtration Facility, 36932 SE Green River Headworks Road, Ravensdale, Washington, 98051.

Shipments shall be made in 275-gallon totes. The Supplier is responsible for the return cost of the emptied container and shall include such costs in the contracted unit price for the chemical.

Each nonionic polymer shipment shall be accompanied by the following:

1. Affidavit of Compliance stating that the nonionic polymer furnished complies with all provisions of these specifications, including AWWA Standard B453, of latest revision, and NSF/ANSI Standard 60
2. Load-specific Certificate of Analysis stating the following:
 - a. neat viscosity
 - b. solution pH
 - c. the specific gravity of the solution
 - d. the solution weight in pounds per gallon
 - e. total solids
 - f. date of sample

The Affidavit of Compliance and the Certificate of Analysis must be presented to onsite personnel at the time of delivery. With Tacoma Water's approval, Supplier may provide a statement of conformance indicating the typical range of values for Items 2.c and 2.d rather than providing a load-specific Certificate of Analysis.

The Supplier shall be capable of providing technical support, including onsite bench testing and dosing recommendations, as required by the water treatment plant operators. Such support shall be offered at no cost to Tacoma Water, provided site visits are limited to three (3) or fewer visits during the contract period.

2.3 ANIONIC POLYMER

Price Proposal Item 3

Anionic polymer furnished under these specifications shall be an anionic polyacrylamide emulsion flocculant in accordance with AWWA Standard B453, of latest revision. The following products are prequalified for bidding:

- SNF Polydyne Clarifloc A-210P

No other polymer products may be bid for this contract. See Section 1.2 of the Technical Provisions for information regarding polymer prequalification.

The anionic polymer specified shall be delivered FOB Destination Prepaid and Allowed to the Green River Filtration Facility, 36932 SE Green River Headworks Road, Ravensdale, Washington, 98051.

Shipments shall be made in 275-gallon totes. The Supplier is responsible for the return cost of the emptied container and shall include such costs in the contracted unit price for the chemical.

Each anionic polymer shipment shall be accompanied by the following:

3. Affidavit of Compliance stating that the anionic polymer furnished complies with all provisions of these specifications, including AWWA Standard B453, of latest revision, and NSF/ANSI Standard 60
4. Load-specific Certificate of Analysis stating the following:
 - a. neat viscosity
 - b. solution pH
 - c. the specific gravity of the solution
 - d. the solution weight in pounds per gallon
 - e. total solids
 - f. residual acrylamide
 - g. date of sample

The Affidavit of Compliance and the Certificate of Analysis must be presented to onsite personnel at the time of delivery. With Tacoma Water's approval, Supplier may provide a statement of conformance indicating the typical range of values for Items 2.c and 2.d rather than providing a load-specific Certificate of Analysis.

The Supplier shall be capable of providing technical support, including onsite bench testing and dosing recommendations, as required by the water treatment plant operators. Such support shall be offered at no cost to Tacoma Water, provided site visits are limited to three (3) or fewer visits during the contract period.

APPENDIX B

Signature Page

Price Proposal Form

SIGNATURE PAGE

**CITY OF TACOMA
TACOMA WATER**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR BIDS SPECIFICATION NO. TW25-0232F
GREEN RIVER FILTRATION FACILITY POLYMER SUPPLY**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

E-Mail Address for Communications

Addendum acknowledgement #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

TW25-0232F PRICE PROPOSAL FORM

The undersigned hereby agrees to furnish water treatment polymers during the contract term, in strict accordance with the specifications provided. Bidders are expected to disclose and attach all information that is pertinent to their bid submittal.

*** Pricing shall remain firm throughout the contract term as described in the specifications.**

*** All pricing shall be based on delivery FOB Destination Prepaid and Allowed to each location listed.**

ITEM	ESTIMATED ANNUAL USAGE	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL
1	100,000 Pounds	Cationic Polymer in 2000-gallon lots to the Green River Filtration Facility, Ravensdale, Washington. PRODUCT NAME: _____	LB	\$ _____	\$ _____
2	11,500 Pounds	Nonionic Polymer in 275-gallon totes to the Green River Filtration Facility, Ravensdale, Washington. PRODUCT NAME: _____	LB	\$ _____	\$ _____
3	11,500 Pounds	Anionic Polymer in 275-gallon totes to the Green River Filtration Facility, Ravensdale, Washington. PRODUCT NAME: _____	LB	\$ _____	\$ _____
Subtotal				\$ _____	
Sales Tax at 8.8%				\$ _____	
TOTAL (Items 1 through 3 plus Sales Tax)				\$ _____	

Prompt Payment Discount _____% _____ days, net 30. Payment discount periods of twenty 20 calendar days or more will be considered in determining lowest responsible bid.

Would you accept the City of Tacoma procurement card (VISA) as a form of payment?

_____ Yes _____ No

Did you review the City of Tacoma Insurance Requirements and are you prepared to submit a Certificate of Insurance to meet these requirements upon award?

_____ Yes _____ No

NOTE:

All chemicals provided shall be certified by an accredited certification organization as being in full compliance with NSF/ANSI Standard 60 for Drinking Water Treatment Chemicals – Health Effects. Documentation demonstrating compliance with this requirement shall accompany the prospective Supplier’s bid. Failure to comply with this requirement may, at the discretion of the City, be considered grounds for rejection.

APPENDIX C

Sample Contract

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and [supplier name as it appears in Ariba, including dbas or trade names] (“Contractor”).

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

 1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
 2. Contractor’s submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

**APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i> : \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		

APPENDIX D

City of Tacoma Insurance Requirements



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma
 - 1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, **10 01 Editions**, or
 - 1.3.7. CG 20 38 04 13 or the equivalent
 - 1.3.8. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@tacoma.gov.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@tacoma.gov.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies or products. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work. Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract, may be a required coverage depending on course and scope of the contract.

3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

APPENDIX E

Green River Filtration Facility Polymer Prequalification Requirements

TACOMA WATER

GREEN RIVER FILTRATION FACILITY POLYMER PREQUALIFICATION REQUIREMENTS

1. PREQUALIFIED PRODUCTS

The following products are currently prequalified for bidding:

Cationic coagulant aid polymer (EPI-DMA Polyamines) – BASF Magnafloc LT-7981, SNF Polydyne Clarifloc C-359

Filter aid polymer (nonionic polyacrylamide emulsion) – Nalco Nalclear 8181, BASF Magnafloc E30, SNF Polydyne Clarifloc N-6310

Solids dewatering polymer (anionic polyacrylamide emulsion) – SNF Polydyne Clarifloc A-210P

No further testing of these products is required prior to bidding.

2. POLYMER SPECIFICATIONS

Any polymers tested at the Green River Filtration Facility (GRFF) must meet the following requirements:

- Be certified for use in drinking water in accordance with National Sanitation Foundation (NSF) and American National Standards Institute (ANSI) Standard 60, Drinking Water Treatment Chemicals – Health Effects.
- Be in compliance with the applicable AWWA Standard, of latest revision.
- Have a shelf life of at least six (6) months.
- Be compatible with all existing equipment, facilities, and chemicals in use at the GRFF.

Complete specifications for GRFF polymers will be provided in the contract bid documents. Current chemical contract specifications are available upon request.

3. TESTING LOCATION

All tests will be conducted at the Green River Filtration Facility, 36932 Green River Headworks Road Southeast, Ravensdale, Washington.

4. TESTING SCHEDULE

All testing must be completed prior to bid advertisement, which is expected to take place in the September prior to the expiration of each five-year contract. No testing during the bid period will be allowed.

Each interested supplier will be allotted one (1) week for onsite testing at the GRFF. The supplier is expected to perform enough bench-top testing to identify appropriate polymer(s) anticipated to be successful at the GRFF. Bench-top testing may take place during the allotted week or may take place earlier if coordinated with Tacoma Water. Based on technical experience and the bench-top test results, the supplier may propose one (1) coagulant aid polymer, one (1) filter aid polymer, and/or one (1) solids dewatering polymer for full-scale testing. To limit variability in test conditions, each polymer may be tested separately.

Full-scale testing of each polymer product is expected to be performed for approximately 2 to 4 days. Tacoma Water reserves the right to terminate the testing of any product based on the sole judgement of Tacoma Water. All test schedules are subject to operational conditions and may be rescheduled at the convenience of Tacoma Water, if necessary.

5. SAMPLES REQUIRED

At no cost to Tacoma Water, the supplier will provide up to the following volumes of product for use in full-scale testing:

Cationic coagulant aid polymer – 3 x 55-gallon drums

Filter aid polymer emulsion – 4 x 5-gallon carboys

Solids dewatering polymer emulsion – 4 x 5-gallon carboys

A safety data sheet and product specification sheet must be submitted with each sample. Certification for NSF/ANSI Standard 60 must also accompany the sample. The supplier will be responsible for providing agitation of the polymer in its storage container, if required.

6. SUPPLIER RESPONSIBILITIES

The supplier will be responsible for providing a knowledgeable representative to perform bench-top testing and observe full-scale testing of the proposed product(s). The supplier will allow Tacoma Water to witness any bench-top testing and will provide test results to Tacoma Water. The supplier is responsible for ensuring that any tested products are compatible with the GRFF equipment and systems.

The supplier will be expected to support any temporary feed system set-up or operational troubleshooting that may be required. The supplier will propose a starting chemical dose and provide appropriate parameters for Tacoma Water to input into its feed system controls.

These tests shall be performed without undue interruption of the water treatment plant operators' normal duties.

All costs incurred by the supplier during testing will be at its own expense. Upon notification from Tacoma Water, the supplier will take back any unused product samples or empty drums at no cost to Tacoma Water.

7. TACOMA WATER RESPONSIBILITIES

Tacoma Water will provide laboratory space for bench-top testing and support with respect to sample collection, samples of other required chemicals, and guidance on current operational parameters.

Tacoma Water will set up and operate a temporary feed system for the product to be tested. Tacoma Water will perform all full-scale testing.

8. PRODUCT APPROVAL

Following full-scale testing of each product, Tacoma Water will notify the supplier if the polymer is approved for bidding. Only those approved polymers may be bid for future contracts. Once a product is prequalified, it will remain prequalified for bidding on future contracts unless the product specification changes or Tacoma Water has reason to believe testing is warranted again.

Tacoma Water will be the sole judge of each product's prequalification and may base product suitability on treated water quality, polymer dose requirements, effects on other chemical usage, operational stability, filter run length or head loss, percent solids of water treatment residuals, comparison to other polymers, or any other factors that may be considered.

If a supplier is awarded a contract for a particular product and it does not perform satisfactorily and/or similarly to the performance observed during the prequalification testing, Tacoma Water reserves the right to terminate the contract, award to the next lowest bidder, and remove the polymer from the list of prequalified products.