



City of Tacoma, WA

ENVIRONMENTAL SERVICES

REQUEST FOR BIDS

SODIUM HYPOCHLORITE FOR WASTEWATER TREATMENT

SPECIFICATION NO. ES22-0069F



**City of Tacoma
Environmental Services
Operations and Maintenance Division**

**REQUEST FOR BIDS ES22-0069F
Sodium Hypochlorite for Wastewater Treatment**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 12, 2022

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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: Deliver sodium hypochlorite to City of Tacoma Wastewater Treatment Plant

Estimate: \$930,000.00

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

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 Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

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 Dawn DeJarlais, Sr. Buyer by email to ddejarlais@cityoftacoma.org

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 CHECK LIST

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.

The following items make up your submittal package:	
One electronic copy of your complete submittal package	
Signature Page (Appendix A)	
Price Proposal Form (Appendix A)	
Certification of NSF/ANSI Standard 60 for Water Treatment Chemicals – Health Effects (Bidder to provide copy of current documentation)	
After award, the following documents will be executed:	
Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

City of Tacoma, Environmental Services is soliciting bids to establish one or more contracts with qualified vendors to supply sodium hypochlorite for wastewater treatment 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.

This product is used by the City of Tacoma, Environmental Services, Wastewater Treatment Plant. The estimated annual usage is shown on the Price Proposal Sheet. This is an estimated quantity only and does not guarantee a specific volume or dollar amount.

Throughout this specification, any reference to “water treatment chemical” or “chemical” shall apply to the sodium hypochlorite to be delivered.

Vendors 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 vendor 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.

2. CALENDAR OF EVENTS

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

Contract may be issued after City Council approval.

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

Bid Posting Date:	03/09/2022
Question Deadline:	03/28/2022
City response to Questions:	04/04/2022
Submittal Due Date:	04/12/2022
Anticipated Award Date, on or about:	04/18/2022

3. INQUIRIES

- 3.1** Please submit questions in writing to Dawn DeJarlais, Sr. Buyer via email to ddejarlais@cityoftacoma.org

Make subject line read:

ES22-0069F – Sodium Hypochlorite for Wastewater Treatment – VENDOR NAME

- 3.2** Questions marked confidential will not be answered or included.

- 3.3** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

- 3.4** The answers are not typically considered an addendum.

- 3.5** The City will not be responsible for unsuccessful submittal of questions.

- 3.6** Written answers to questions will be posted in the event approximately one week after the question deadline.

4. PRE-BID MEETING

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

5. 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.

6. DELIVERY

- 6.1** Delivery shall be to the City of Tacoma, 2201 Portland Avenue, Tacoma, WA, 98421
Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.
- 6.2** Hours of operation shall be Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

7. CONTRACT TERM

The contract will be for a three-year period with the option to renew the contract two additional one-year terms and is subject to the price increase/decrease provisions per the [Price Adjustments](#) section. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

8. 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

9. AWARD

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price 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

10. CONTRACT PRICING

The quoted prices in each bid shall be **firm prices** throughout the term of the contract. It is the intention of the City to maintain firm pricing throughout the term of the contract. Bids conditioned upon assumed price increases during the contract term will be considered non-responsive. During the contract term, under special circumstances and with appropriate notice, the City may consider price increases as stated in the Price Adjustments section.

11. PRICE ADJUSTMENTS

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

12. STANDARD TERMS AND CONDITIONS

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

13. INSURANCE REQUIREMENTS

Insurance is required as described in Appendix B.

14. PREVAILING WAGE INFORMATION – If Applicable

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://secure.lni.wa.gov/> or by visiting their MY L&I account.

15. INSPECTION – If Applicable

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor 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 Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

16. REPORTS

After the conclusion of the contract, upon request from the City to facilitate a new bid process, contractor shall furnish a list that cross references the manufacturer model numbers specified in this bid to the current model numbers.

17. APPROVED ITEM EQUIVALENT

A specific manufacturer for almost all line items has been listed in the Technical Specifications because this is the current manufacturer accepted. For those line items, which do not list a specific manufacturer, bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due

date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item is indicated "No Substitute", approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

18. COMPLIANCE WITH SPECIFICATIONS

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

19. 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.

20. DAMAGED GOODS

The vendor shall replace any orders that are damaged in transit. They will be notified by the City and they must arrange to have damaged orders picked up within 48 hours' notice (excluding weekends and holidays). Vendor will pay all expenses incurred to ship damaged goods back to manufacturer or their own warehouse.

21. UPDATED PRODUCTS

During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specifications and pricing to the City for consideration. The supplier shall provide this updated product information to the City as soon as it becomes available by the manufacturer. The City will work with Purchasing Division to review the information submitted and either accept or reject the product. If the replacement product is not approved, the vendor will be notified and the current item on the contract will be removed. Because of fixed pricing, the replacement item must be offered at the same price.

22. PRODUCT DISCONTINUED

During the contract term, if the supplier discontinues carrying any of the contracted items, they must notify the City and the Purchasing office within 30 calendar days. The City reserves the right to seek other suppliers to supply those items or purchase directly from the manufacturer or their designated distributor until the contract term ends.

23. QUANTITIES AND PURCHASE ORDERS

The quantities listed are an estimate only using historical data gathered from the previous 5 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

24. CONTENT TO BE SUBMITTED

24.1 The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation may be rejected as non-responsive. It is agreed that you will perform according to the highest standard indicated.

24.2 Prices shall be quoted F.O.B. Destination, freight prepaid and allowed.

24.3 Does your company provide a Prompt Payment Discount?: Yes/No

24.4 Specify the Prompt Payment Discount percentage. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid

24.5 Does your company accept a procurement card?: Yes/No

24.6 See the Submittal Check List for all required content

25. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma's [Sustainable Procurement Policy](#), 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:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste manage reduction plans
- Potential impact on human health and the environment

26. EQUITY IN CONTRACTING

The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

27. PROPRIETARY OR CONFIDENTIAL INFORMATION

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFB shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

28. SPECIAL PROVISIONS

28.1 ESTIMATED QUANTITIES

The Bidder shall base their unit price on the estimated quantities shown on the attached price proposal sheet. 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. City of Tacoma reserves the right to increase or decrease the amounts of chemicals purchased to allow proper operation of its treatment systems (see Paragraph 1.35 of the Standard Terms and Conditions).

28.2 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 to the operator on duty prior to delivery.

City of Tacoma 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 City of Tacoma 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. City of Tacoma 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 City of Tacoma premises. The Supplier shall defend, indemnify, and hold harmless the City of Tacoma from any claim, loss, or damage occasioned by rejected chemicals subsequent to verbal or written notice by City of Tacoma 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 a reasonable time at no extra expense to the City of Tacoma. 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.

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

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 City of Tacoma, 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.

28.3 DELIVERY

Deliveries of wastewater treatment chemicals shall be on an as-needed basis. For all deliveries to the City of Tacoma, Wastewater Treatment Plant at 2201 Portland Avenue, Tacoma WA, 98421, City of Tacoma personnel will schedule deliveries seven (7) days a week. All deliveries shall be completed between the hours of 9:00 a.m. and 2:00 p.m., Pacific Time.

Supplier is expected to maintain sufficient chemical quantities on hand; deliveries shall be made within **four (4)** business days of order placement by the City of Tacoma. Supplier shall make its best effort to make deliveries within the required time period or arrange backup chemical supplies for the City of Tacoma. If the Supplier cannot, for any reason, deliver chemicals ordered by the City of Tacoma and an excessive delay results, the

City of Tacoma 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 the City of Tacoma. An excessive delay may be considered a total delivery time greater than four (4) business days from order placement or when the City of Tacoma 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. Name of Driver and Driver's License Number
3. Vehicle and Trailer License Plate Number
4. 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 the Technical Provisions.
4. Certificate of Analysis, as specified in the Technical Provisions.

28.4 OFFLOADING 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 City of Tacoma 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 City of Tacoma, 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.

Supplier must check in with the wastewater 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.

28.5 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. The City of Tacoma 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 the City of Tacoma 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 the City of Tacoma personnel with all costs reimbursed by Supplier. Such costs shall include first response and cleanup fees, fines or penalties which may be imposed by regulating authorities, together with \$150.00 per hour for each hour that the City of Tacoma personnel must be engaged in the clean-up process. Supplier agrees to pay and/or authorize the City of Tacoma to deduct from any sum due or to be due to the Supplier such spill-related costs.

28.6 LIQUIDATED DAMAGES

It will be understood that time is of the essence in the Supplier's performance. For each quarter hour – up to seven (7) hours – that delivery is delayed beyond the scheduled delivery time, the City of Tacoma may deduct the sum of \$20 from payment due to or to become due to the vendor 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 the City of Tacoma 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 3 of the Special Provisions. 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.

28.7 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 the City of Tacoma 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 the City of Tacoma.

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 The City of Tacoma for submitting invoices.

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

29. SECTION 2 – TECHNICAL PROVISIONS

29.1 SODIUM HYPOCHLORITE

Sodium hypochlorite furnished under these specifications shall be in accordance with AWWA Standard B300, of latest revision. The sodium hypochlorite shall contain between 12 and 15 percent sodium hypochlorite by weight.

The sodium hypochlorite specified in Price Proposal Items 1 and 2 shall be delivered FOB Destination Prepaid and Allowed to the City of Tacoma, Wastewater Treatment Plant, 2201 Portland Avenue, Tacoma, Washington, 98421.

Bulk shipments shall be made in 4,500-gallon lots. Unless required by the City of Tacoma, quantities other than 4,500 gallons shall be accepted at the convenience of the City of Tacoma.

Each sodium hypochlorite shipment shall be accompanied by the following:

1. Affidavit of Compliance stating that the sodium hypochlorite furnished complies with all provisions of these specifications, including AWWA Standard B300, of latest revision, and NSF/ANSI Standard 60
2. Load-specific Certificate of Analysis stating the following:
 - a) the percent of sodium hypochlorite (NaOCl) content by weight
 - b) the trade percent of available chlorine
 - c) the percent of total free alkali by weight (expressed as NaOH)
 - d) the quantity of iron (Fe), nickel (Ni), and copper (Cu) in parts per million (metals data may be collected from the plant on a monthly basis if load specific data are not available)
 - e) the specific gravity of the solution

- f) the solution weight in pounds per gallon
- g) date of sample

The Affidavit of Compliance and the Certificate of Analysis must be presented to onsite personnel at the time of delivery; faxes prior to delivery will not be accepted. As described in the Special Provisions, the City of Tacoma reserves the right to test chemicals upon delivery. For sodium hypochlorite deliveries, the delivery driver shall collect a one-liter sample from the truck. The City of Tacoma will provide a sample bottle and sample valve to assist with sample collection. Supplier shall allow thirty (30) minutes from the time of sample collection for the City of Tacoma to test the sample and approve offload. One liter of sample must pass through a 47-mm, 0.8-µm Millipore AA Type filter under vacuum (20 inches of mercury) within five (5) minutes or less. The City of Tacoma may refuse delivery of any product requiring more than five (5) minutes filtration time. No payment shall be made for sodium hypochlorite that is rejected.

29.2 Primary Supply Price

Proposal Item 1

The lowest and best responsible bidder for Price Proposal Item 1 will be the primary Supplier for sodium hypochlorite.

If specification requirements are not met, for any reason, the City of Tacoma reserves the right to temporarily place orders with the back-up Supplier under Price Proposal Item 2. In particular, if two loads in a row are rejected or if an excessive delay results, the City of Tacoma reserves the right to place orders with the back-up Supplier. An excessive delay may be considered a total delivery time greater than four (4) business days from order placement or when the City of Tacoma deems sodium hypochlorite storage volumes to be near unacceptable levels due to delivery delays. If, at any point during the contract term, price adjustments cause the primary Supplier's unit price to be higher than the back-up Supplier's unit price, the City of Tacoma reserves the right to begin placing routine orders with the back-up Supplier.

29.3 Back-up Supply Price

Proposal Item 2

The lowest and best responsible bidder for Price Proposal Item 2, provided they are not awarded Item 1, will be the back-up Supplier for sodium hypochlorite. Bidders may bid on both Items 1 and 2; different unit prices may be bid on each item. The primary Supplier will not be eligible to also hold the back-up contract.

The number and frequency of orders placed for Item 2 will vary. There is no guaranteed minimum quantity for Price Proposal Item 2.

APPENDIX A
SUBMITTAL DOCUMENTS

Price Proposal Sheet

Signature Page

Certification of NSF/ANSI Standard 60 for Water Treatment Chemicals – Health Effects

(Bidder to provide copy of current documentation)

Bidder Name: _____

ES22-0069F BID PROPOSAL SHEET

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

***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	150,000 Gallons	12 – 15% (NaOCl by weight) Sodium Hypochlorite delivered in 4,500-gallon lots Primary Supply	GAL	\$	\$
2	50,000 Gallons	12 – 15% (NaOCl by weight) Sodium Hypochlorite delivered in 4,500-gallon lots Back-up Supply	GAL	\$	\$
TOTAL (Items 1 & 2)				\$	\$

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.

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT OPERATIONS AND MAINTENANCE DIVISION

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. ES22-0069N Sodium Hypochlorite for Wastewater Treatment

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.

APPENDIX B

SAMPLE DOCUMENTS

Sample Contract

Insurance Requirements

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of Choose an item. 20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("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. _____ and _____ together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated _____ submitted in response to Specification No. _____ and _____.
 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.
-

Remove this paragraph and #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

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
2. List remaining Contract Documents in applicable controlling order.

- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: _____, plus applicable sales tax.
- III. 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.
- IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- V. 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.
- VI. 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, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By: _____
Enter title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Choose an item.

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney

Sample



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. 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.

4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 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.

4.5 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.

4.6 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.