



City of Tacoma, WA

CITY OF TACOMA

REQUEST FOR PROPOSALS

**LIQUID OXYGEN SUPPLY – REBID
Green River Filtration Facility, Cowlitz Trout Hatchery, and
Central Wastewater Treatment Plant**

SPECIFICATION NO. TW23-0295F



City of Tacoma

REQUEST FOR PROPOSALS TW23-0295F Liquid Oxygen Supply – REBID Green River Filtration Facility, Cowlitz Trout Hatchery, and Central Wastewater Treatment Plant

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, January 16, 2024

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, sendbid@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. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals 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 [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI 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 be held at 11:00 a.m., Pacific Time, Wednesday, January 3, 2024. The meeting will be virtual, via [TEAMS](#).

Project Scope: Supply bulk liquid oxygen per specification requirements to three City of Tacoma facilities and provide onsite technical service as needed.

Estimate: \$1,100,000.00 (Five-year combined cumulative total)

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, Senior Buyer by email to bsnow@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 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 Proposals (RFP) page.

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

1. BACKGROUND

The City of Tacoma (City) operates three unique facilities that require delivery of liquid oxygen:

- Department of Public Utilities, Water Division (Tacoma Water) operates an ozone facility at the Green River Filtration Facility. Liquid oxygen is used in the generation of ozone for drinking water treatment.
- Department of Public Utilities, Power Division (Tacoma Power) operates an ozone facility at the Cowlitz Trout Hatchery. Liquid oxygen is used in the generation of ozone for treatment of hatchery waters.
- Department of Environmental Services (Environmental Services) operates a high-purity oxygen activated sludge system at the Central Wastewater Treatment Plant. Liquid oxygen is used as a backup supply for high-purity oxygen when the pressure swing adsorption system cannot meet demands.

Routine liquid oxygen deliveries are required throughout the year and onsite technical service may also be requested. Specific requirements per location are described in later sections. The objective of this solicitation is to seek the services of a liquid oxygen supplier(s) to supply each of the City locations. Contracts will be awarded separately for each location based upon the proposal evaluation criteria.

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

2. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a liquid oxygen supplier(s) based on unit price and supplier qualifications. The successful Proposer(s) (hereinafter called the Contractor(s)) shall fulfill the following requirements:

Schedule A – Tacoma Water Green River Filtration Facility

- Supply liquid oxygen, per specification requirements, to the ozone facility at the Green River Filtration Facility, located at 36932 SE Green River Headworks Road, Ravensdale, Washington, 98051.
- Provide onsite technical service related to the liquid oxygen system if requested.

Schedule B – Tacoma Power Cowlitz Trout Hatchery

- Supply liquid oxygen, per specification requirements, to the ozone facility at the Cowlitz Trout Hatchery, located at 165 Osprey Lane, Toledo, Washington, 98591.
- Provide a "hot fill" once a year when the ozone system is restarted up after each winter.
- Provide onsite technical service related to the liquid oxygen system if requested. Service may include recommended yearly inspection or 5-year inspection. The annual inspection will take place prior to April 1 of each year.

Schedule C – Environmental Services Central Wastewater Treatment Plant

- Supply liquid oxygen, per specification requirements, to the Central Wastewater Treatment Plant, located at 2201 Portland Avenue, Tacoma, Washington, 98421.
- Provide onsite technical service related to the liquid oxygen system if requested.

3. CONTRACT TERM

The contract term is for an approximately ten-month period from March 1, 2024 to December 31, 2024, with the option to renew the contract for four additional one-year periods available 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.

4. 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 Public Utility Board and/or City Council approval.

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

Publish and issue RFP:	12/11/2023
Pre-Submittal Questions:	1/4/2024
Response to Questions:	1/9/2024
Submittal Due Date:	1/16/2024
Submittal Evaluated:	1/17/2024
Award Recommendation:	1/22/2024
Public Utility Board/City Council Approval:	2/14/2024

5. INQUIRIES

- 5.1** Questions should be submitted to Brandon Snow via email to bsnow@cityoftacoma.org.
Subject line to read:

TW23-0295F – Liquid Oxygen Supply – REBID – *VENDOR NAME*

- 5.2** Questions are due by 3:00 p.m. on the date included in the Calendar of Events section.

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

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

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

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

5.7 Written answers to questions will be posted alongside the specifications at www.tacomapurchasing.org

6. PRE-PROPOSAL MEETING

6.1 A pre-proposal meeting will be held at the date and time specified in the calendar of events via video conference.

7. DISCLAIMER

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

8. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. The relative weight of each scoring criteria is indicated in the table below.

Criteria	Max Points
Liquid oxygen unit price (Section 9.1)	80
Onsite technical service process/pricing (Section 9.2)	5
Location/supply chain (Section 9.3)	5
References/past performance (Section 9.4)	5
Equity in Contracting (Section 9.5)	5

8.1 The SAC may select one or more respondents to provide the services required.

8.2 The City reserves the right to visit facilities of selected Respondents for the purpose of observing routine operations to understand how City supply needs will be met.

8.3 The SAC may use references to clarify information in the submittals which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

8.4 A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

9. CONTENT TO BE SUBMITTED

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See the hyperlink in Section 13 of this solicitation – 1.06 Public Disclosure: Proprietary or Confidential Information.

Respondents are to provide complete and detailed responses to all items below.

Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

The City reserves the right to request clarification of any aspect of a firm's submittal, or request additional information that might be required to properly evaluate the submittal. A firm's failure to respond to such a request may result in rejection of the firm's submittal. Firms are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Proposer's responsibility to submit a submittal that is current, clear, complete and accurate.

The following information will be provided by Proposer in their submittal:

9.1 Liquid Oxygen Unit Price – 80 points

Firm unit prices for liquid oxygen delivered to each City facility for approximately March 1, 2024 through December 31, 2024. These prices shall be indicated on the ***Price Proposal Form*** in Appendix B.

9.2 Onsite Technical Service Process/Pricing – 5 points

A brief description of the Proposer's process and capacity for providing onsite technical service, including in emergency situations. Pricing structures for such service shall be described, including, if applicable, current hourly rates for site visits during business hours, hourly rates for non-business hours, mileage rates, and any other potential charges. This description shall be included on the ***Proposal Questionnaire*** in Appendix B. The current hourly labor rate for site visits during business hours shall be indicated on the ***Price Proposal Form*** in Appendix B.

9.3 Location/Supply Chain – 5 points

A brief description of the location of the Proposer's facility that will supply the liquid oxygen under this Contract(s) and the production and delivery capabilities at that facility. In addition, a description of Proposer's alternate supply in the event that the primary facility is unable to meet the City's needs and discussion of any other measures that increase supply chain resilience will also be provided. This description shall be included on the ***Proposal Questionnaire*** in Appendix B.

9.4 References/Past Performances – 5 points

A list of three references for existing or previously held contracts for liquid oxygen supply. Reference contact information shall be included on the ***Proposal Questionnaire*** in Appendix B.

9.5 Equity in Contracting – 5 points

Proposed teams with certified [Washington State Office of Minority & Women's Business Enterprises](#) firms will receive five points, these include the following categories:

- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Minority/Women Business Enterprise (MWBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Women Business Enterprise (WBE)

10. RESPONSIVENESS

Respondents agree their submittal is valid until a contract(s) has been executed.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP 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 final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

11. ACCEPTANCE / REJECTION OF SUBMITTALS

Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a proposal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award.

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

12. CONTRACT OBLIGATION

Awardee shall be required to comply with [2 CFR Part 25](#) and obtain a unique entity identifier and/or be registered in the System for Award Management as appropriate.

At this time, it is not anticipated that a unique entity identifier and/or System for Award Management registration will be required.

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein. The Submittal contents of the successful Respondent may become contractual obligations if a contract ensues.

13. STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply. Any exceptions proposed to the standard terms and conditions shall be noted in the Respondent's Submittal.

14. 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. Please see Appendix C.

15. PAID LEAVE

Effective February 1, 2016, the City requires all employers to provide Paid Leave and Minimum Wage, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <http://www.cityoftacoma.org/employmentstandards>.

16. AWARD

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the SAC, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval to the Public Utility Board and/or City Council.

17. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City's Sustainable Procurement Policy and [Climate Action Plan](#), it is the policy of the City 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 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;

18. 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 RFP 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.

19. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at www.tacomapurchasing.org. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

APPENDIX A

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The following technical specifications shall apply to all City locations unless they are identified separately by schedule.

A. ESTIMATED QUANTITIES

The Proposer shall base its proposed price on the estimated annual quantities shown in 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.

The City reserves the right to increase or decrease the amounts of liquid oxygen purchased to allow proper operation of its treatment systems (see Section 1.35 of the Standard Terms and Conditions).

B. SITE INSPECTION

Upon award, Contractor may perform a site inspection to confirm that the site meets Contractor safety and serviceability requirements. Contractor shall not charge any additional fees for such inspection. Any costs for one-time site inspections shall be built into the unit price bid for the liquid oxygen.

C. LIQUID OXYGEN SPECIFICATIONS

Liquid oxygen furnished under these specifications shall be in accordance with the following minimum purity requirements:

- Oxygen – greater than 99.0% oxygen (mole/mole)
- Nitrogen – less than 0.4% (4,000 parts per million)
- Argon – less than 0.5% (5,000 parts per million)
- Hydrocarbons – less than 0.0020% (20 parts per million)
- Water vapor – less than 0.0004% (4 parts per million)
- Dewpoint – less than minus 80 degrees F at standard atmospheric pressure

Bulk shipments shall be made in approximately 5,000-gallon lots. Unless required by the City, quantities other than 5,000 gallons shall be accepted at the convenience of the City.

Schedule A – Tacoma Water Green River Filtration Facility

The liquid oxygen will be stored in two 15,000-gallon vertical tanks owned by Tacoma Water. Liquid oxygen is the only oxygen source currently onsite; there are no oxygen generation facilities.

All liquid oxygen provided shall be suitable for contact with or treatment of drinking water and shall contain no substances that produce deleterious or injurious effects upon the health of those consuming the water to which the liquid oxygen has been added or causing water so treated to fail to meet the requirements of Federal and State Drinking Water Regulations.

The liquid oxygen supplied to the Green River Filtration Facility shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation demonstrating compliance with NSF/ANSI Standard 60 shall accompany proposal. Failure to comply with this requirement may, at the discretion of Tacoma Water, be grounds to reject the proposal and consider it non-responsive.

Schedule B – Tacoma Power Cowlitz Trout Hatchery

The liquid oxygen will be stored in one 6,000-gallon horizontal tank owned by Tacoma Power. Liquid oxygen is the only oxygen source currently onsite. The system is typically started up in May and shut down in December each year.

Compliance with NSF/ANSI Standard 60 is not required for Schedule B.

Schedule C – Environmental Services Central Wastewater Treatment Plant

The liquid oxygen will be stored in one 20,000-gallon horizontal tank owned by Environmental Services. The primary oxygen supply at the Central Wastewater Treatment Plant is a pressure swing adsorption system. The liquid oxygen tank provides additional oxygen capacity during peak demands.

Compliance with NSF/ANSI Standard 60 is not required for Schedule C.

D. QUALITY

The City may reject liquid oxygen if City personnel find the product to be defective or unacceptable for use. Acceptance or rejection of liquid oxygen will be solely at the discretion of City personnel. The City's determination as to whether or not the liquid oxygen is acceptable for use, and its decision, shall be conclusive on the issue.

The Contractor shall make immediate and appropriate arrangements for removal of rejected product from City premises and replace any rejected liquid oxygen or refund its purchase price within a reasonable time at no extra expense to the City. No claim of any kind with respect to the conformance of liquid oxygen to the Contract Specification, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the quantity of nonconforming liquid oxygen. The foregoing constitutes the City's sole remedy and Contractor's sole obligation with respect to any such claim.

If the City determines that there exist conditions that cause undue hazard to its customers or employees, hatchery fish, or the environment, the City reserves the right to purchase liquid oxygen from other suppliers provided that Contractor is given verbal or written notice and reasonable time to remedy the condition(s).

E. DELIVERY

Schedule A – Tacoma Water Green River Filtration Facility

Deliveries of liquid oxygen shall be on an as-needed basis as scheduled by Tacoma Water personnel. All deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m. Deliveries may be rescheduled provided that the Contractor 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. Failure to meet agreed-upon delivery time may result in a termination of the contract.

Contractor shall acknowledge the criticality of timely deliveries of water treatment chemicals, such as liquid oxygen, upon Tacoma Water's ability to provide safe drinking water to the public and shall make its best effort to ensure reliable deliveries. If the Contractor cannot, for any reason, deliver liquid oxygen ordered by Tacoma Water and an excessive delay results, Tacoma Water reserves the right to purchase liquid oxygen from other suppliers provided that Contractor is given verbal or written notice and reasonable time to remedy the situation.

The Contractor shall be fully responsible for the safe delivery of the liquid oxygen in accordance with all local, state, and federal laws, as well, as the requirements stated within these 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.

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 liquid oxygen being transported. In the event of a leak, the Contractor or cargo trailer operator shall be responsible to limit the release of liquid oxygen; contain any spilled product; clean up any spilled product; clean up any contaminated facility, structure, or vehicle; and collect and dispose of contaminated material and pay associated costs.

Prior to the arrival of any deliveries, the Contractor must provide the following information for each delivery to the operator-on-duty at the applicable email address or fax number 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 Number

Although the above option is preferable, at the discretion of the Water Treatment Plant Supervisor, the Contractor may, alternatively, keep a current driver and vehicle list on file with the Green River Filtration Facility staff.

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 product and brand name of the product, if any
 - b. name and address of the Contractor and/or manufacturer
2. Delivery Ticket, stating the following:
 - a. starting and ending meter readings
 - b. truck number, trailer number, and transportation company name
 - c. time and date
3. Affidavit of Compliance stating that the liquid oxygen furnished complies with all provisions of these specifications
4. Load-specific Certificate of Analysis stating the following:
 - a. the gas grade of delivered oxygen
 - b. the percent oxygen purity level (mole/mole)
 - c. the guaranteed dewpoint temperature (degrees F at standard atmospheric pressure)
 - d. the quantity of total hydrocarbons in parts per million

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. All documents shall be legible for ease in copying and scanning.

The liquid oxygen shall be delivered FOB Destination Prepaid and Allowed to the Green River Filtration Facility, 36932 SE Green River Headworks Road, Ravensdale, Washington.

Contractor is expected to maintain sufficient product quantities on hand; deliveries shall be made within five (5) business days of order placement by Tacoma Water.

Schedule B – Tacoma Power Cowlitz Trout Hatchery

Deliveries of liquid oxygen shall be on an as-needed basis as scheduled by Tacoma Power personnel. All deliveries shall be made between the hours of 8:00 a.m. and 4:30 p.m. Deliveries may be rescheduled provided that the Contractor notify Tacoma Power at least twenty-four (24) hours prior to the scheduled delivery time and the delay will not affect the operation of the treatment facilities. Failure to meet agreed-upon delivery time may result in a termination of the contract.

Contractor shall acknowledge the criticality of timely deliveries of liquid oxygen upon Tacoma Power's ability to operate its hatchery and shall make its best effort to ensure reliable deliveries. suppliers provided that Contractor is given verbal or written notice and reasonable time to remedy the situation.

The Contractor shall be fully responsible for the safe delivery of the liquid oxygen in accordance with all local, state, and federal laws, as well as, the requirements stated within these 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.

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 liquid oxygen being transported. In the event of a leak, the Contractor or cargo trailer operator shall be responsible to limit the release of liquid oxygen; contain any spilled product; clean up any spilled product; clean up any contaminated facility, structure, or vehicle; and collect and dispose of contaminated material and pay associated costs.

Prior to the arrival of any deliveries, the Contractor must provide the following information for each delivery to the operator-on-duty at the applicable email address or fax number 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 Number

Although the above option is preferable, at the discretion of the hatchery staff, the Contractor may, alternatively, keep a current driver and vehicle list on file with the hatchery staff.

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

1. Bill of Lading, stating the following:
 - a. name of the product and brand name of the product, if any
 - b. name and address of the Contractor and/or manufacturer
2. Delivery Ticket, stating the following:
 - a. starting and ending meter readings
 - b. truck number, trailer number, and transportation company name
 - c. time and date
3. Affidavit of Compliance stating that the liquid oxygen furnished complies with all provisions of these specifications
4. Load-specific Certificate of Analysis stating the following:
 - a. the gas grade of delivered oxygen
 - b. the percent oxygen purity level (mole/mole)
 - c. the guaranteed dewpoint temperature (degrees F at standard atmospheric pressure)

- d. the quantity of total hydrocarbons in parts per million

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. All documents shall be legible for ease in copying and scanning.

The liquid oxygen shall be delivered FOB Destination Prepaid and Allowed to the Cowlitz Trout Hatchery, 165 Osprey Lane, Toledo, Washington. Contractor is expected to maintain sufficient product quantities on hand; deliveries shall be made within five (5) business days of order placement by Tacoma Power.

Schedule C – Environmental Services Central Wastewater Treatment Plant

Deliveries of liquid oxygen shall be made automatically on a keep-full basis by the Contractor based on tank level. Deliveries will be made weekdays (Monday – Friday) between the hours of 8:00 am and 12:00 pm unless otherwise requested by the Central Wastewater Treatment Plant staff at no additional cost. Failure to maintain appropriate tank levels may result in a termination of the contract.

Contractor shall acknowledge the criticality of timely deliveries of liquid oxygen upon the City's ability to operate its wastewater treatment plant and shall make its best effort to ensure reliable deliveries. If the Contractor cannot, for any reason, deliver liquid oxygen ordered by Environmental Services and an excessive delay results, Environmental Services reserves the right to purchase liquid oxygen from other suppliers provided that Contractor is given verbal or written notice and reasonable time to remedy the situation.

The Contractor shall be fully responsible for the safe delivery of the liquid oxygen in accordance with all local, state, and federal laws as well as the requirements stated within these 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.

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 liquid oxygen being transported. In the event of a leak, the Contractor or cargo trailer operator shall be responsible to limit the release of liquid oxygen; contain any spilled product; clean up any spilled product; clean up any contaminated facility, structure, or vehicle; and collect and dispose of contaminated material and pay associated costs.

The driver of the delivery vehicle will notify the Senior Operator, by calling the applicable phone number to be provided after contract award, prior to arrival to the plant to allow time for personnel to be available for the off-loading. An Operator will be present the entire off-load duration.

Prior to the arrival of any deliveries, the Contractor must provide the following information for each delivery to the operator-on-duty at the applicable email address or phone number 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 Number

Although the above option is preferable, at the discretion of the Central Wastewater Treatment Plant staff, the Contractor may, alternatively, keep a current driver and vehicle list on file with the plant staff.

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

1. Bill of Lading, stating the following:
 - a. name of the product and brand name of the product, if any
 - b. name and address of the Contractor and/or manufacturer
2. Delivery Ticket, stating the following:
 - a. starting and ending meter readings
 - b. truck number, trailer number, and transportation company name
 - c. time and date
3. Affidavit of Compliance stating that the liquid oxygen furnished complies with all provisions of these specifications
4. Load-specific Certificate of Analysis stating the following:
 - a. the gas grade of delivered oxygen
 - b. the percent oxygen purity level (mole/mole)
 - c. the guaranteed dewpoint temperature (degrees F at standard atmospheric pressure)
 - d. the quantity of total hydrocarbons in parts per million

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. All documents shall be legible for ease in copying and scanning.

The liquid oxygen shall be delivered FOB Destination Prepaid and Allowed to the Central Wastewater Treatment Plant, 2201 Portland Avenue, Tacoma, Washington. Contractor is expected to maintain sufficient product quantities on hand; deliveries shall be made within five (5) business days of order placement by Environmental Services.

F. OFFLOADING LIQUID OXYGEN

The transfer of liquid oxygen from the cargo trailer shall be the responsibility of the Contractor and the cargo trailer operator.

The cost of offloading liquid oxygen shall be borne by the Contractor. Consideration shall be made for the Proposer's stated ability to easily offload liquid oxygen at the treatment facilities. Inspections of the facilities are encouraged prior to submitting proposals.

Contractor shall make deliveries of liquid oxygen in single-unit cargo trailers dedicated only to transporting liquid oxygen or food grade products. If the cargo trailer has been previously used for a different food grade chemical, the cargo trailer shall be properly cleaned so there will be no contamination of the liquid oxygen.

The cargo trailer shall be equipped with an appropriate system to effectively and safely transfer liquid oxygen to the storage tank(s). The failure of the Contractor or cargo trailer operator to provide an operational transfer system shall be considered adequate justification for rejection of deliveries.

Contractor must check in with the water treatment plant operator, hatchery staff, or wastewater treatment plant operator and shall not hook up to the fill connections until instructed by the operator or staff member. Phone numbers for each location will be provided after contract award.

G. ONSITE SERVICE

Schedule A – Tacoma Water Green River Filtration Facility

Tacoma Water owns and maintains the liquid oxygen storage tanks at the facility, but may request technical assistance from the Contractor in some situations. In the case of unanticipated emergency situations, immediate onsite response may be required. In such situations, where technical assistance is necessary to continue critical Green River Filtration Facility operations, Contractor will be given right of first refusal. If the Contractor cannot respond within a timeframe deemed satisfactory by Tacoma Water, Tacoma Water reserves the right to contact alternative contractors to complete the work.

An allowance of 40 hours of regular labor during business hours will be built into the liquid oxygen contract. This line item will be used for all onsite service-related charges, including emergency visits, mileage, or parts. The contract allowance will be based on regular labor rates, but actual payments will be based on the Contractor's actual pricing structure as invoiced.

Schedule B – Tacoma Power Cowlitz Trout Hatchery

Tacoma Power owns and maintains the liquid oxygen storage tank at the facility, but may request technical assistance from the Contractor in some situations. In the case of unanticipated emergency situations, immediate onsite response may be required. In such situations, where technical assistance is necessary to continue critical Cowlitz Trout Hatchery operations, Contractor will be given right of first refusal. If the Contractor cannot respond within a timeframe deemed satisfactory by Tacoma Power, Tacoma Power reserves the right to contact alternative contractors to complete the work.

An allowance of 40 hours of regular labor during business hours will be built into the liquid oxygen contract. This line item will be used for all onsite service-related charges, including hot fills, emergency visits, and mileage. The contract allowance will be based on regular labor rates, but actual payments will be based on the Contractor's actual pricing structure as invoiced.

An allowance of \$5,000.00 per year will be built into the liquid oxygen contract for parts and material used. Actual payment will be the cost (including markups) for the parts replaced, upgraded, and/or requested by the owner.

Schedule C – Environmental Services Central Wastewater Treatment Plant

Environmental Services owns and maintains the liquid oxygen storage tank at the facility, but may request technical assistance from the Contractor in some situations. In the case of unanticipated emergency situations, immediate onsite response may be required. In such situations, where technical assistance is necessary to continue critical Central Wastewater Treatment Plant operations, Contractor will be given right of first refusal. If the Contractor cannot respond within a timeframe deemed satisfactory by Environmental Services, Environmental Services reserves the right to contact alternative contractors to complete the work.

An allowance of 40 hours of regular labor during business hours will be built into the liquid oxygen contract. This line item will be used for all onsite service-related charges, including emergency visits, mileage, or parts. The contract allowance will be based on regular labor rates, but actual payments will be based on the Contractor's actual pricing structure as invoiced.

H. PAYMENT

Payments will be made regularly against invoices submitted by the Contractor for liquid oxygen delivered according to the rate furnished by the Contractor as part of this proposal process. The total price charged to the City for liquid oxygen supply 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. Sales tax does apply to liquid oxygen purchases. All other applicable taxes and fees, such as the Washington State Hazardous Substance Tax, shall be the responsibility of the Contractor.

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 Contractor invoice and invoice quantities.

Invoices shall include the department name, identification number, order number, shipment date, delivery address, manufacturer product identification, quantity delivered, and contracted price. Incorrect or incomplete invoicing will not be accepted; Contractor will be required to correct and resubmit.

Upon contract award, Contractor shall obtain current contact information from the City for submitting invoices.

APPENDIX B

**SIGNATURE PAGE
PRICE PROPOSAL FORM
PROPOSAL QUESTIONNAIRE**

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 Proposals 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 PROPOSALS SPECIFICATION NO. TW23-0295F Liquid Oxygen Supply – REBID Green River Filtration Facility, Cowlitz Trout Hatchery, and Central Wastewater Treatment Plant

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.

PRICE PROPOSAL FORM

The undersigned hereby agrees to furnish liquid oxygen during 2024, in strict accordance with the specifications provided. Proposers may propose on one or more schedules. Any proposals that do not provide pricing on all schedules may result in **all** proposals being evaluated based on individual schedule pricing. Proposers are expected to disclose and attach all information that is pertinent to their proposal.

9.1 Liquid Oxygen Unit Price - 80 points

Firm unit prices for liquid oxygen delivered to each City facility for March 1, 2024 through December 31, 2024.

ITEM	ESTIMATED ANNUAL USAGE	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL
------	------------------------------	-------------	--------------------	---------------	-------

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

****Sales tax to be added to each purchase but is not included in this form.**

Schedule A – Tacoma Water Green River Filtration Facility

1A	170,000 Gallons	Liquid Oxygen delivered in approximately 5,000-gallon lots to the Green River Filtration Facility, Ravensdale, Washington.	GAL	\$ _____	\$ _____
2A	40 Hours	Labor rate for as-needed onsite technical service (based on non-emergency visits during business hours)	HR	\$ _____	\$ _____
Schedule A Total (Items 1A and 2A)				\$ _____	

Schedule B – Tacoma Power Cowlitz Trout Hatchery

1B	55,000 Gallons	Liquid Oxygen delivered in approximately 5,000-gallon lots to the Cowlitz Trout Hatchery, Toledo, Washington.	GAL	\$ _____	\$ _____
2B	40 Hours	Labor rate for as-needed onsite technical service (based on non-emergency visits during business hours)	HR	\$ _____	\$ _____
3B	1 Lump Sum	Parts and materials as-needed for onsite repair, upgrade, and/or as requested by the owner	LS	\$5,000.00	\$5,000.00
Schedule B Total (Items 1B, 2B, and 3B)				\$ _____	

Request for Proposals
Template Revised: 5/11/2023

Specification No. TW23-0295F

ITEM	ESTIMATED ANNUAL USAGE	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL
<hr/>					
<i>Schedule C – Environmental Services Central Wastewater Treatment Plant</i>					
1C	120,000 Gallons	Liquid Oxygen delivered in approximately 5,000-gallon lots to the Central Wastewater Treatment Plant, Tacoma, Washington.	GAL	\$ _____	\$ _____
2C	40 Hours	Labor rate for as-needed onsite technical service (based on non-emergency visits during business hours)	HR	\$ _____	\$ _____
Schedule C Total (Items 1C and 2C)				\$ _____	

Prompt Payment Discount ____%____days, net 30. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible proposal price.

Would you accept the City's procurement card (VISA) as a form of payment? ____Yes ____No

PROPOSAL QUESTIONNAIRE

Please provide brief answers (1 to 2 paragraphs maximum) to the following questions. Provide answers in numbered order on a separate sheet(s) of paper.

9.2 Onsite Technical Service Process/Pricing – 5 points

Provide a brief description of your company's process and capacity for providing onsite technical service, including in emergency situations. Pricing structures for such service shall be described, including, if applicable, current hourly rates for site visits during business hours, hourly rates for non-business hours, mileage rates, and any other potential charges.

9.3 Location/Supply Chain – 5 points

Provide a brief description of the location of the facility that will supply the liquid oxygen under this Contract and the production and delivery capabilities at that facility. Also describe the Proposer's alternate supply in the event that the primary facility is unable to meet the City's needs and discuss any other measures that increase supply chain resilience.

9.4 References/Past Performances – 5 points

Identify three references for existing or previously held contracts for liquid oxygen supply. References may be contacted to assist in the proposal evaluation.

Reference 1

Business Name: _____
Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____
Approximate Dates of Contract: _____

Reference 2

Business Name: _____
Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____
Approximate Dates of Contract: _____

Reference 3

Business Name: _____

Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Approximate Dates of Contract: _____

9.5 Equity in Contracting – 5 points

Proposed teams with certified Washington State Office of Minority & Women's Business Enterprises firms will receive five points, these include the following categories:

- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Minority/Women Business Enterprise (MWBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Women Business Enterprise (WBE)

GUIDANCE FOR SUBMITTING RESPONSIVE PROPOSALS

- ***A pre-proposal meeting will be held at the date and time described on the Request for Proposals page.***
- ***Questions can be submitted to Brandon Snow, Senior Buyer, at bsnow@cityoftacoma.org as described on Page 7 Section 5.***
- ***Review the Submittal Checklist on Page 5 to ensure your proposal includes all required items.***
- ***Identify any proposed exceptions to the City of Tacoma's Standard Terms and Conditions in your proposal.***
- ***Include a copy of current certification of NSF/ANSI Standard 60 if proposing on Item 1A.***

APPENDIX C

SAMPLE CONTRACT AND INSURANCE REQUIREMENTS

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"). [Contract date should match date of award letter and month should be formally spelled out]

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.

[Delete this highlighted sentence, paragraph III and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a spec, contract, or bonds)]

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services or deliverables provided under the Contract, the terms and conditions set forth at 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. [If the only contract documents are the specification and submittal and no exceptions are taken in the submittal, this section should be deleted]

- IV. The Contract terminates on [Termination Date], and may be renewed for [Renewal Term] [Complete as needed and as stated in the specification]

- 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, 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 shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.
- X. 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. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Title:

Name:

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

- A. 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.
- B. 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. **CONTRACTOR** 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.

10. 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's certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract is incorporated into this Contract.

11. 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.

Supplier, by Contract signature, 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.



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 CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. 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
- 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.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 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. 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)

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.



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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.

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.