



City of Tacoma, WA

**ENVIRONMENTAL SERVICES**

**REQUEST FOR BIDS**

**LIQUID CHROMATOGRAPHY TRIPLE QUADRUPOLE MASS  
SPECTROMETER (LC-MS/MS)**

**SPECIFICATION NO. ES22-0115N**



City of Tacoma  
Environmental Services Department  
Science & Engineering Division

REQUEST FOR BIDS ES22-0115N  
LIQUID CHROMATOGRAPHY TRIPLE QUADRUPOLE MASS  
SPECTROMETER (LC-MS/MS)

**Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, June 29, 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, [sendbid@cityoftacoma.org](mailto: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.

**Submittal Delivery:** Submittals will be received as follows:

**By Email:**

[sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

**Bid Opening:** Submittals in response to a RFB will be recorded as received by a Purchasing representative. Final results are posted to our website [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org) as they come available.

**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](http://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:** To procure (1) liquid chromatography triple quadrupole mass spectrometer (LC-MS/MS)

**Estimate:** \$475,000.00

**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](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Federal 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, Senior Buyer by email to [ddejarlais@cityoftacoma.org](mailto:ddejarlais@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://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 253-502-84

## Table of Contents

SUBMITTAL CHECK LIST .....	4
1. BACKGROUND .....	5
2. CALENDAR OF EVENTS .....	5
3. INQUIRIES .....	5
4. PRE-BID MEETING .....	6
5. DISCLAIMER .....	6
6. DELIVERY .....	6
7. CONTRACT TERM .....	6
8. RESPONSIVENESS .....	6
9. AWARD .....	7
10. CONTRACT PRICING .....	7
11. PRICE ADJUSTMENTS .....	7
12. STANDARD TERMS AND CONDITIONS .....	8
13. INSURANCE REQUIREMENTS .....	8
14. PREVAILING WAGE INFORMATION – IF APPLICABLE .....	8
15. WARRANTY .....	9
16. INSPECTION .....	9
17. REPORTS .....	10
18. COMPLIANCE WITH SPECIFICATIONS .....	10
19. MATERIALS AND WORKMANSHIP .....	10
20. DAMAGED GOODS .....	10
21. CONTENT TO BE SUBMITTED .....	10
22. ENVIRONMENTALLY PREFERABLE PROCUREMENT .....	11
23. EQUITY IN CONTRACTING .....	11
24. PROPRIETARY OR CONFIDENTIAL INFORMATION .....	12
25. TECHNICAL SPECIFICATION .....	12
APPENDIX A – CONTENT TO BE SUBMITTED .....	15
APPENDIX B – SAMPLE DOCUMENTS .....	18

## 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.

<b>The following items make up your submittal package:</b>	
One (1) electronic copy of your complete submittal package	
Signature Page (Appendix A)	
Price Proposal Form (Appendix A)	
Reference List (Appendix A)	
Content to be submitted per Section 21 (21.1-21.9)	
<b>After award, the following documents will be executed:</b>	
Services Contract	
Certificate of Insurance and related endorsements	

## 1. BACKGROUND

The City of Tacoma (City), is soliciting bids to establish a contract with a qualified vendor to fulfill the City's needs for the purchase of (1) liquid chromatograph triple quadrupole mass spectrometer (LC-MS/MS). Contract will be awarded to the lowest responsive and responsible bidder based on the scoring criteria outlined in *Content to be Submitted* section of this bid specification.

The Environmental Services Department, Science & Engineering Division, located at 326 E D Street, Tacoma, WA 98421, will be the recipient of the LC-MS/MS purchased as a result of the specification.

Vendors may be required to provide additional documentation to support to be evaluated to determine if the quoted equipment meets technical requirements for this specification. Equipment that fails 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.

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

Question Deadline:	<b>6/16/2022</b>
City Response to Questions:	<b>6/21/2022</b>
Submittal Due Date:	<b>6/29/2022</b>
Anticipated Award Date:	<b>7/13/2022</b>

## 3. INQUIRIES

Please submit questions in writing to Dawn DeJarlais, Senior Buyer, via email to [ddejarlais@cityoftacoma.org](mailto:ddejarlais@cityoftacoma.org). The subject line for emails must read as follows:

ES22-0115N – LC-MS/MS – VENDOR NAME

- 3.1 Questions marked confidential will not be answered or included.
- 3.2 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 3.3 The answers are not typically considered an addendum.
- 3.4 The City will not be responsible for unsuccessful submittal of questions.
- 3.5 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, 326 E D Street, Tacoma, WA, 98421 and a lift gate will be required on delivery vehicle as no forklift is available at this location.
- 6.2** 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.
- 6.3** 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 two-year period, with the option to renew the contract for one additional one-year term, subject to the price increase/decrease provisions per the [Price Adjustments](#) Contract shall include the initial equipment purchase and the on-going maintenance agreement. 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 in accordance with the scoring criteria outlined in *Content to be Submitted* section of this bid specification. 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 the bid shall be all-inclusive and **firm** throughout the initial term of the contract. Bids conditions upon assumed price increases during the initial contract term will be consider non-responsive.

## 11. PRICE ADJUSTMENTS

Bid submittal prices will establish a base against which Contractors may request price adjustments per the following terms:

1. The city may consider price adjustments after the initial 24-month contract term.
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

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the solicitation. The City of Tacoma Insurance Requirements document is fully incorporated into the solicitation by reference.

## 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, WA.

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/>



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://www.lni.wa.gov/> or by visiting their [MY L&I](#) account.

Work conducted within Tacoma city limits. State of Washington prevailing wages or City of Tacoma minimum wage rates, whichever are higher, must be paid. If City of Tacoma minimum wage rates are higher than state of Washington prevailing wage rates, City of Tacoma rates must be paid.

## **15. WARRANTY**

**Labor:** Minimum three (3) year warranty.

**Parts:** Manufacturer's warranty or minimum one-year warranty whichever is greater.

Contractor shall respond to the City within 24 hours of notification (excludes weekends and Federally recognized holidays). Contractor shall arrive on-site at the Center for Urban Waters, located at 326 E D Street, Tacoma, WA 98421 within 72 hours of notification for all warranty repairs during normal work hours of 9:00 a.m. to 3:30 p.m. Monday through Friday. Repairs shall include free pick-up and

Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered, operational, and accepted by the City.

## **16. INSPECTION**

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.

## **17. 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.

## **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 replace the item, at its own expense, including shipping.

## **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. CONTENT TO BE SUBMITTED**

The section represents all of the possible scoring criteria that the City will use to determine the lowest responsive and responsible bidder.

- 21.1** 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.
- 21.2** Prices listed on the *Price Proposals Form* shall be all-inclusive and quoted as F.O.B. Destination, freight prepaid and allowed.
- 21.3** Specify your company's trade-in credit offer, if applicable, on the *Price Proposals Form*. Trade-in credits, in any amount, will be used to determine the lowest responsible bid.
- 21.4** Specify your companies proposed Prompt Payment Discount, if applicable, on the *Price Proposals Form*. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid.

- 21.5** State if your warranties, on the *Price Proposal Form*, are equal to or exceed those specified in the Warranty section of this solicitation.
- 21.6** State on the *Price Proposal Form* if your company can accept credit card payments.
- 21.7** Only bidders and manufacturers experienced in this type of work and with a record of successful completion of jobs of similar scope over a period of two (2) years or more will be considered. Each bidder shall complete the References Data Sheet as required in the proposal section. A minimum of three (3) references within the past three (3) years is required.
- 21.8** Provide supporting documentation detailing the manufactures authorized technical support service for the quoted equipment to resolve any performance, system function or operational problems.
- 21.9** Provide supporting documentation detailing the service agreement for the quoted equipment including the frequency, serviced items and response time.

## **22. 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

## **23. EQUITY IN CONTRACTING**

There is no goal for this solicitation, however 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](#).

## 24. 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.

## 25. TECHNICAL SPECIFICATION

Environmental Services Department, Science & Engineering Division will use the LC-MS/MS to analyze Polyfluoroalkyl Substances (PFAS), pesticides, herbicides and other semi volatile organic compounds in environmental samples.

The successful bidder will be expected to complete delivery to the Center for Urban Waters, located at 326 E D St, Tacoma, WA 98421, within 14 weeks upon receipt of purchase order. Complete installation at the delivery site will need to be completed by the successful bidder and should be coordinated with the City to be completed within (2) weeks after delivery. Installation will not be considered completed until the Instrument Detection Level (IDL) and Signal to Noise (S/N) requirements, outlined in this specification, are met while using the auto sampler and the electrospray ionization (ESI) source operating in MRM/MS for both positive and negative.

The City of Tacoma reserves the right to ask for samples of data produced by the instrument being bid, competitive demonstrations, and/or detailed descriptive literature at Bidder's expense. Sample Data or literature may be requested at any time after bid opening and prior to bid award. Failure to provide requested sample data or literature within five (5) calendar days after request, unless an extension is granted, will result in bid rejection.

### TECHNICAL SPECIFICATION

#### Item #1 – Liquid Chromatograph Triple Quadrupole Mass Spectrometer (LC-MS/MS)

##### ▪ **Component A – High Performance Liquid Chromatograph**

This component must include an electrospray ionization source that has the capabilities to:

- Maintaining a pressure of 600 bar or greater
- Flow range of 2 mL/min or greater
- Flow precision  $\leq 0.5\%$  RSD at constant room temperature
- Flow accuracy of  $\pm 1\%$
- All equipment necessary for APCI, APPI and multimode sources.

▪ **Component B – Triple Quadrupole Mass Spectrometer**

This component must include an electrospray ionization source that has the capabilities to:

- Mass range must be from 5- 3,000 m/z Flow range of 2 mL/min or greater
- Must offer six orders of linear dynamic range
- Mass resolution selectable from at least 0.5 Daltons (Da) or lower
- Mass accuracy of 0.1 Daltons (Da) or better
- Scanning rate of 15,000 u/s or better
- MRM transitions of 250 transitions/second or better.
- ESI positive MRM/SRM S/N  $\geq$  150,000:1 and 1pg of reserpine injected on column quantifying MS/MS transition of m/z 609 -> 195

▪ **Component C – Software**

All software requirements must be met with the current version of the software at the time the bid is closed. Software must meet all of the following criteria:

- Compatible with *Windows 10* and have the capability to upgrade to new Windows versions as needed
- Able to calibrate for multiple analytes using different calibration models including average response, linear regression, weighted linear regression, quadratic, and weighted quadratic
- Able to process/make adjustments to the data while acquiring data
- Ability to edit the sample table without pausing or stopping the analysis
- Compatible with Excel 2016 and Promium Element LIMS system
- MRM Database with optimized transitions for PFAS, pesticides and other semi volatile organic compounds for environmental applications

▪ **Component D – Computer System**

The quote for the instrument computer system shall include the tower, processor, memory LED monitor, graphic adapter, hard drive and DVD write and read.

*Note: It is desired that this equipment includes an oil-free rough pump, however, that is not required. The rough pump must offer quiet operation allowing humans to work near the equipment without the use of hearing protection.*

Item #2 – Technical Support

Bidder shall provide an annual lump sum cost for an authorized technical support service for the purchased equipment to resolve any performance, system functions or operational problems. Technical support service shall include unlimited telephone support during normal business hours. Onsite service must be provided within 72 business hours of request for service made by phone or email. The City reserves the right to add additional years of technical support on an as-needed basis.

### Item #3 – Software and Equipment Maintenance Service Agreement

Bidder shall provide an annual lump sum cost for their software and equipment maintenance service. Details regarding the frequency of service, what items are serviced, the response time for service and other pertinent should be provided as an additional document. The City reserves the right to add additional years of software and equipment maintenance services on an as-needed basis.

### Item #4 – Trade-in Credit

Bidder shall provide a trade-in value for the following equipment:

- GC/MS QQ US12155704/CN12151149
- Agilent 7000/7890A
- IDP-10 Dry Scroll Pump

## **APPENDIX A**

### SUBMITTAL DOCUMENTS

Signature Page

Price Proposal Sheet

Reference Sheet

(Bidder to provide additional content outlined in Section 21)

## SIGNATURE PAGE

### **CITY OF TACOMA Environmental Services Department Science & Engineering 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. ES22-0115N Liquid Chromatography Triple Quadrupole Mass Spectrometer (LC-MS/MS)**

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 into Contracts for Bidder/Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail

\_\_\_\_\_  
State Business License  
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 SHEET

Bidder agrees to furnish the following FOB, City of Tacoma, Environmental Services, Center for Urban Waters, 326 E D Street, Tacoma, WA 98421 freight prepaid and allowed.

Enter the cost (Unit Price) for each item below. The unit price and total cost must be shown in the spaced provided. Total cost shall be determined by multiplying the unit price by the estimated quantity (Quantity). Unit costs shall be all-inclusive and include all components needed for the delivery of the goods and services as described in this solicitation.

Vendor: \_\_\_\_\_

### Bid Summary:

Item	Description	Quantity / UOM	Unit Price	Total Cost
1	Liquid Chromatograph Triple Quadrupole Mass Spectrometer	1 EA	\$ _____	\$ _____
2	Technical Support	1 YR	\$ _____	\$ _____
3	Software and Equipment Maintenance Service Agreement	1 YR	\$ _____	\$ _____
4	Trade-in Credit	1 EA	\$ _____	\$ _____
			<b>Subtotal:</b>	<b>\$ _____</b>

Prompt payment discount \_\_\_\_\_%, \_\_\_\_\_ days, net 30.

*Payment discount periods of 20-calendar days or more may be considered in determining lowest responsible bid.*

Does your warranty meet or exceed the terms outlined in the Warranties section of this specification?:

☐ Meet ☐ Exceed: \_\_\_\_\_  
Please provide additional details on warranty terms.

Does your company accept credit card payments?: ☐ Yes ☐ No

## REFERENCE SHEET

Only bidders and manufacturers experienced in this type of work and with a record of successful completion of jobs of similar scope over a period of two (2) years or more will be considered. Each bidder shall complete the References Data Sheet as required in the proposal section. A minimum of three (3) references within the past three (3) years is required.

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### Reference #1

Contract Start:	Contract End:
Contract Number:	Contract Value:
Contracting Agency:	
Reference Name/Title:	
Reference Phone:	Reference Email:

### Reference #2

Contract Start:	Contract End:
Contract Number:	Contract Value:
Contracting Agency:	
Reference Name/Title:	
Reference Phone:	Reference Email:

### Reference #3

Contract Start:	Contract End:
Contract Number:	Contract Value:
Contracting Agency:	
Reference Name/Title:	
Reference Phone:	Reference Email:

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

\_\_\_\_\_  
*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

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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

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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](http://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

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- 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 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





# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

### 4.6 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

### 4.7 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.