



City of Tacoma, WA

DEPARTMENT NAME

REQUEST FOR BIDS

Dry Polymer for Biosolids Dewatering

SPECIFICATION NO. ES24-0272F



**City of Tacoma
Environmental Services, Operations & Maintenance Department**

**REQUEST FOR BIDS ES24-0272F
Dry Polymer for Biosolids Dewatering**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 18, 2025

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

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

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

Submittal Delivery: Sealed submittals will be received as follows:

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

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

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

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

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

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

Project Scope: The City of Tacoma (City), Department of Environmental Services, is soliciting bids to establish a contract with a qualified supplier for an as-needed supply of dry polymer, used to dewater biosolids, at the City’s Central Wastewater Treatment Plant.

Estimate: \$2,500,000

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 Stan Rowden by email to srowden@cityoftacoma.org.

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




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

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SUBMITTAL CHECK LIST

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

The following items make up your complete electronic submittal package (include all the items below):	
Signature Page (Appendix C) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Bid Proposal Sheet (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix E) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix D) Shall be submitted with all required endorsements	

1. MINIMUM REQUIREMENTS

See technical requirements appendix A.

2. STANDARD TERMS AND CONDITIONS

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

3. INSURANCE REQUIREMENTS

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

4. DESCRIPTION OF WORK

The City of Tacoma (City) , Environmental Services Department is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for Dry Polymer for Biosolids Dewatering. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

5. ANTICIPATED CONTRACT TERM

Request for Bids
Template Revised: 07/23/2023

Specification No. ES24-0272F

The contract shall be for a period of two-years from date of award, with the option to extend up to three additional one-year periods upon mutual consent of both parties and subject to pricing increase/decrease provisions as outlined in Section 10, Price Adjustments.

6. 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:	1/2/2025
City response to Questions:	1/7/2025
On-site Jar Testing	1/7/2025 to 1/10/2025
Polymer Trial Testing	1/13/2025 to 2/7/2025
Submittal Due Date:	2/18/2025
Anticipated Award Date, on or about:	2/28/2025
Public Utility Board/City Council Approval, on or about:	3/17/2025

7. QUESTIONS AND ANSWERS

Questions can be submitted to Stan Rowden, Senior Buyer, via email to srowden@cityoftacoma.org

Subject line to read:

ES24-0272F – Dry Polymer for Biosolids Dewatering - *VENDOR NAME*

Questions are due by 3 pm on the date included in the Calendar of Events section.

Questions marked confidential will not be answered or included.

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

The answers are not typically considered an addendum.

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

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

8. PRE-BID MEETING

No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the questions and answers section.

9. 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.

10. PRICE ADJUSTMENTS

Unit prices shall be all inclusive and submitted as FOB destination, freight pre-paid and allowed. At no point, during the duration of this contract, will surcharges be permitted.

Quoted prices must be available for 60-days beyond the opening date, and then firm throughout the initial 24-month contract period, effectively establishing a base price that the supplier can request price adjustments against after the time of contract renewal.

The City shall only consider price adjustments after the initial 24-month contract term, and at the time of each subsequent 12-month contract renewal, under the following conditions:

- A. Vendor will be required to submit proposed price changes 60 days prior to the expiration of each contract term. Price adjustments shall be submitted in writing to Josiah Rowell, Warehouse Supervisor, at jrowell@cityoftacoma.org. However, nothing in this Contract shall prevent the supplier from charging a lower than quoted price.
 - i. Any proposed price increase to the contract line items must be beyond the control of the supplier and supported with written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.
 - ii. Price increases will only be adjusted to account for the cost increase to the supplier. No price adjustment will be granted to increase the suppliers profit margin.
 - iii. Increase requests may be evaluated against various market conditions, including but not limited to, Consumer Price Index, All Urban Consumers (CPI-US), U.S. City Average Index, All Items 1982-84+100 for the comparable period, state/federal regulations affecting production costs of the materials, volatile commodity market conditions or minimum wage adjustments.
 - iv. The City retains the right to accept or reject all price increase requests.

Should the supplier, at any point during the term of this contract, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other governmental entity or commercial customer, this contract shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the governmental entity of commercial customer that has received the lower prices, greater benefits or more favorable terms.

The City is immediately entitled to any price decreases, which includes promotional pricing that results in lower pricing than provided in the submittal, at any point during this contract period.

11. 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

12. AWARD

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

Award will be made to the lowest responsive, responsible bidder. 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

13. DELIVERY

- 13.1** Product shall be delivered within five (5) calendar days of order placement to the Central Wastewater Treatment Plant, located at 2201 E Portland Avenue, Tacoma, WA 98421, Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 12:00 p.m.
- 13.2** The product is to be delivered in moisture proof bags, secured and palletized for 1,000 to 1,200-pound bulk bags with lifting straps no more than 16 inches in length and a bottom outlet spout no more than 17 inches in length. All products must be delivered on wood pallets with a minimum fork clearance of 4 ½ inches to accommodate a motorized pallet jack and of sufficient strength to support the weight of the product delivered. The pallet shall be 40" x 48" and be constructed of a material that will not deteriorate in a wet environment. No loose bag shipments will be allowed.
- 13.3** Upon arrival at destination, the product will be unloaded from the end of transport by City personnel, utilizing the City's unloading equipment. At no point, will City personnel be permitted to enter transport. The hauler will be required to provide their own pallet jack to move the pallets within the transport to the end where City personnel will then offload the pallets.

14. INSPECTION – If Applicable

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

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

15. COMPLIANCE WITH SPECIFICATIONS

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item. The City may terminate the contract if polymer is not in compliance with this specification and not performing to the results of the initial polymer trials used to award the bid.

16. 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.

17. PRODUCT ADJUSTMENTS

During the contract term, if the supplier discontinues carrying any of the contracted items, they must notify the City within 60 calendar days. The City reserves the right to seek other suppliers to supply those items or purchase directly from the manufacturer or their designated distributor until the contract term ends.

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

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

19. EQUITY IN CONTRACTING

This project has no EIC requirements, 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 TMC 1.07 Equity in Contracting Policy at the City's Equity in Contracting Program website.

APPENDIX A

Technical Specifications



TECHNICAL REQUIREMENTS

The solids at the City of Tacoma's Central Wastewater Treatment Plant consist of approximately one-half primary solids and one-half thickened waste activated solids. These two types of solids are blended before heating in aerobic digesters, with high purity oxygen, to approximately 144° Fahrenheit for up to 1-1/2 days. The combined solids are then transferred to a set of three anaerobic digesters, for further treatment processing, resulting in the creation of a Class A biosolid. The resulting biosolid is then dewatered by three screw presses, which are fed 70 to 167 gpm each, with 1.2 to 2.5 percent solids and a temperature between 89° and 109° Fahrenheit.

The trial procedures and specifications below outlined the parameters by which the City will accept and evaluate bid submittals. Failure to comply with all testing, trials and bid specifications will result in the rejection of the bid.

1.01 SUBMITTAL EVALUATION

It is the intent of the City to award to the lowest responsive and responsible vendor based on the cost of polymer to produce a dry ton of wastewater biosolids. The following parameters will be considered to determine a successful vendor:

- Minimum solids capture rate of 90%
- Minimum cake solids of 22%
- Final cost of polymer per dry ton (DT) of processed solids

1.02 TECHNICAL SUPPORT

The successful vendor will be required to provide technical assistance for operator training and operations evaluation. Technical training to be provided will be two separate 4-hour sessions, one week apart and concurrent with the initial delivery of polymer, at no extra charge to the City.

1.03 ESTIMATED USAGE

Based on average annual polymer usage at the Central Wastewater Treatment Plant, over a two-month period, it is estimated that 42,000 pounds of dry polymer would be used in the solids dewatering process. The successful vendor will be required to stock a four-month supply (approximately 84,000 pounds) of product, to make deliveries on an as-needed basis within five calendar days of order placement.

1.04 POLYMER QUALITY

Product specifications for percent active solids submitted by the vendor shall be considered part of this contract and the vendor will be bound by them. Each bulk delivery may be sampled and tested to confirm compliance with the specifications. If any delivery is determined to be out of specification, the City reserves the right to either reject the shipment or to be appropriately credited by the vendor for the discrepancy. This action would not release the vendor from the delivery as specified in the contract.

A product may be disqualified if it has mixing, odor or dusting problems, or if it presents a risk to the safety and health of employees or plant processes. Polymers that include formaldehyde will be rejected.

During the term of this contract, the successful vendor will ensure that the manufacturer's specification for product, as initially tested at time of award, will not vary or change. If at any time during the term of the contract, the polymer is found to be consistently out of product specification, the City will notify the vendor in writing of the problem and will request remedial



action. The City reserves the right to terminate the contract for noncompliance if the problem is not corrected promptly after this notification.

The quality of the delivered product must be consistent with that of the product tested. Changes in the physical composition of the product (e.g., granular to powder), that results in poorer wetting and dewatering performance will be considered grounds for returning any remaining bags of the affected lot for credit. The vendor will be responsible for crediting the City for the reduced performance, including additional biosolids hauling and application costs of the nonstandard product that was used. In all instances the City reserves the right to be the sole judge of acceptability of the product.

1.05 POLYMER PERFORMANCE

It is the intent of the City to award to the lowest responsive and responsible vendor based on the cost of polymer to produce a dry ton of wastewater biosolids. The following will be considered to determine a successful vendor:

- Minimum solids capture rate of 90%
- Minimum cake solids of 22%

The analyses for cake dryness and for filtrate solids will be performed by the City and will conform to accepted practices as indicated by the latest edition of “Standard Methods for the Examination of Water and Wastewater” and the City Standard Operating Procedure for Screw Filter Press Sampling and Laboratory Routine.

Throughout the life of the contract, the City must obtain cost performance within ten percent of the performance standard established during the trials. This means that if cake concentration and/or polymer dosage rates change such that when they are entered into the dewatering polymer evaluation form, the resultant total polymer cost shall not exceed the value calculated as part of the bid process by more than ten percent.

If the product does not produce cost performance (polymer cost per dry ton of biosolids) within ten percent of the performance standard established during the trials, the City reserves the right to terminate the contract. Prior to this action, the vendor will be offered the opportunity to assist City staff by making suggestions for improving product performance or by changing products. All remedial action taken by the vendor will be subject to prior approval by City staff, and will result in no additional cost to the City.

If all other performance specifications are met except the polymer cost per dry ton of biosolids, the vendor may elect to provide the additional polymer to meet the polymer cost per dry ton of biosolids established during the trials at no cost to the City.

If an odor problem attributable to the supplied product occurs during the contract period, as determined by City staff, the vendor will be given the opportunity to investigate the problem and offer solutions. The vendor will be responsible for all costs to correct the problem. If the vendor is unable to offer a solution satisfactory to the City, the City reserves the right to switch to an alternative polymer from another vendor, if the problem is temporary, or terminate the contract.

In all instances, the City reserves the right to be the sole judge of acceptability.

1.06 TRIAL PROCEDURES AND SPECIFICATIONS

All correspondence, including the scheduling of on-site jar and formal trial testing, shall be directed to Matt Symington, Operations Supervisor, who can be reached at (253) 404-6983 or msymington@cityoftacoma.org.



Interested suppliers may perform on-site jar tests to determine optimum polymer product, active polymer concentration and dosage rate to submit for formal trial testing. On-site jar tests will be scheduled between January 7, 2025 and January 10, 2025, between the hours of 7:30 a.m. to 2:00 p.m., at the Central Wastewater Treatment Plant located at 2201 E Portland Ave, Tacoma, WA 98421.

The supplier shall determine polymer dosage in terms of pounds of polymer per hour using the following formula: Target Dose, lbs./HR = (Target Concentration, mg/L) x (sludge flow @100 gpm) x (3.785 L/gal) x (60 min/HR) x (1 kg/1,000,000 mg) x (2.205 lbs./kg). It will be the responsibility of the supplier to e-mail the recommended target polymer concentration and dosage when scheduling their trial date. Failure to provide this information will result in the City determining set values.

Interested suppliers shall schedule four-consecutive days, Monday through Friday, between January 13, 2025 and February 7, 2025 for their formal trial testing. The trials will begin at 7:00 a.m. daily and will last up to 12-hours. Suppliers may be present for the entire trial, or any portion thereof.

The supplier shall supply the City, at their own expense, up to four (4) bags totaling 100-220 pounds of their selected dry polymer(s); which shall be delivered at least two business days prior to scheduled trial date with delivery marked "FOR TRIAL TESTING USE ONLY". Safety Data Sheet (SDS), for the submitted products, must be supplied by the vendor at the time of delivery. Vendors may submit up to two (2) polymers in individual bids for consideration.

For the formal trial, the City will prepare the submitted polymer, per the supplier's recommended target concentration. The City's existing Polyblend mix and feed system will be utilized to supply polymer solution to the test screw press during formal trial testing. A single screw press will be utilized for all trails, however, if the designated press becomes inoperable the trial shall continue on the remaining available presses without prejudice.

The supplier may provide on-site technical assistance to evaluate the testing of their polymer, at no charge to the City. The supplier has the ability to make dosages adjustments at any point during the trial process; however, the polymer pumps are limited to 13 gpm at 100% speed. If the supplier chooses to be on-site during their formal trial, their representation must not exceed two individuals.

Samples of dewatered cake and filtrate will be taken and analyzed by the City to determine polymer performance. The City will collect three sets of samples, all of which will be considered official.

The Polymer Trial Evaluation form shall be completed by the City after analysis of the samples. The City will keep the original and e-mail a copy to the vendor for approval. This signed form is to be included with the supplier's submittal documents.

The City reserves the right to reschedule on-site jar testing and formal trials, if dictated by situations beyond its control.

1.07 TRIAL SAMPLES

Formal trials will begin at 7:00 a.m., and continue for up to 12-hours, daily. During this time, the City will test sample, take readings and make calculations.

Samples will be taken on:

- Filtrate discharge from screw press (wash water will be off for 5 minutes prior to sampling)



- Cake produced from screw press
- Polymer solution from polymer mixing tank
- Feed going to screw press

Readings will be taken on:

- Feed biosolids flow (fixed rate at 100 GPM)

Calculations will be performed for:

- Minimum solids capture rate of 90%
- Minimum cake solids of 22%
- Final cost of polymer per dry ton (DT) of processed solids
- Samples will not be averaged.

A two-pound sample of the polymer, submitted by the vendor for the formal trial, shall be obtained and held by the City. This sample will be used as a reference or benchmark for comparisons with future shipments following the contract award. Polymer samples from the suppliers not receiving the contract award may be returned to the vendor or, if suitable, recycled into the City's polymer system.

The City reserves the final authority for standardization and fairness in all testing.

1.08 CONFIDENTIALITY

During formal trial testing, all testing information and data are the sole property of the City and the respective vendor who submitted the product for testing.

APPENDIX B

Bid Proposal Sheet



BID PROPOSAL SHEET
Specification No. ES24-0272F

Bidder agrees to furnish the following FOB, City of Tacoma, Environmental Services, Central Wastewater Treatment Plant, 2201 E Portland Ave, Tacoma, WA 98421, freight prepaid and allowed.

Bidder shall submit one original bid and two copies. IF the bidder wishes to offer alternate submittals, copy the appropriate pages and provide any alternate submittals in a separate envelope.

Vendor: _____

Product: _____

Bid Summary:

Table with 5 columns: Pounds of Polymer per Dry Ton Biosolids, Polymer Unit Price per Pound, Cost of Polymer per Dry Ton Biosolids, Two-Year Dry Ton Biosolids, Two-Year Polymer Cost. Includes units like Lbs., \$, X, 10,000 Dry Tons, and references to See Note 1-4.

Note 1: Please attach the completed and signed Polymer Trial Evaluation Form.

Note 2: Actual payment will be based on polymer unit price per pound.

Note 3: Submittals will be evaluated, compared and awarded based on requirements outline in this specification.

Note 4: Polymer purchase is tax exempt, do not include tax when calculating two-year polymer cost.

Successful supplier can deliver materials within _____ days after receipt of order.

Liquidated damages may apply if delivery dates are not met.

Prompt payment discount ____ %, ____ days, net 30.

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

APPENDIX C

Signature Page

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. 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 3 QUOTE SPECIFICATION NO. SPEC# ES24-0272F
Dry Polymer for Biosolids Dewatering**

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 Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

APPENDIX D

City of Tacoma Insurance Requirements



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form 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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 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.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

3.6 Other Insurance

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

APPENDIX E

Sample Contract

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

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

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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