



City of Tacoma, WA

TACOMA POWER
REQUEST FOR PROPOSAL
WYNOOCHEE DAM ELECTRICAL POWER SYSTEM UPGRADE
SPECIFICATION NO. PG20-0251F





**City of Tacoma
Tacoma Public Utility/Tacoma Power**

**REQUEST FOR PROPOSALS PG20-0251F
Wynoochee Dam Electrical Power System Upgrade**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, November 17, 2020

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Until further notice, public Bid Opening meetings have been cancelled.

Submittals in response to a RFP will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

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

Project Scope: Replace three 480VAC MCCs in the Wynoochee Dam

Estimate: \$125,000 - \$160,000

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

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

The following is applicable to Federal Aid Projects:

"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 Samol Hefley, Senior Buyer by email to shefley@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 Proposals page.

The following items make up your submittal package:	
One original electronic copy via email of your complete submittal package	
Signature Page (Appendices)	
Price Proposal Form (Appendices)	
Information in Section 1.O - Content To Be Submitted	
After award, the following documents will be executed:	
Supply Contract	
Certificate of Insurance and related endorsements	

SECTION 1 – PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT OVERVIEW

Tacoma Power is requesting proposals for the replacement of motor control centers in its Wynoochee Dam facility in Grays Harbor County Washington. Installation of the motor control centers will begin in March, 2021. The project is scheduled to be completed in June, 2021.

B. MINIMUM REQUIREMENTS

The Manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of ten (10) years. When requested by the City, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement. The City will be the sole judge of the Contractor's ability to meet the requirements of this paragraph.

C. INQUIRIES TO RFP

Questions and request for clarifications of the specifications may be submitted in writing by **3:00 p.m., Pacific Time, October 28, 2020**, to Sam Hefley, Purchasing Division, via email to shefley@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about **November 3, 2020**. 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.

D. RFP REVISIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to all registered plan holders and posted on the Purchasing website. Answers in response to RFP inquiries (see Section 1. C. above) are not typically provided as an addendum.

E. CALENDAR OF EVENTS

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

Publish and issue RFP	October 23, 2020
Pre-Proposal Meeting	Not scheduled
Pre-Proposal Questions	October 28, 2020
Response to Questions	November 3, 2020
Submittal Due Date	November 17, 2020
Submittals evaluated	November 23, 2019
Interviews/presentations, if conducted	Not Scheduled
Award recommendation	November 30, 2020
Public Utility Board approval	Not required
Finalize Contract	December 22, 2020
MCC Design Submittal	January 26, 2021
Factory Acceptance Test of MCCs	April 6, 2021
Delivery of Motor Control Centers	April 16, 2021
Installation and Commissioning	April 2021 (CQ1 and CQ2) - June, 2021 (CQ3)

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

F. CONTRACT TERM

The Contract will be for a period of up to a one year period or until the project is complete, whichever is sooner. The City reserves the right to cancel the Contract for any reason, by written notice, as stipulated in the Contract.

G. RESPONSIVENESS

Bidders agree to provide 90 days for acceptance from the submittal deadline.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Bidder is specifically notified that failure to comply with any

part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

The final selection, if any, will be that proposal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

H. COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by the Bidder for the preparation of materials or a proposal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP.

I. ACCEPTANCE OF PROPOSAL CONTENTS

The Proposal contents of the successful Bidder will become Contractual obligations if a Contract ensues.

J. CONTRACT OBLIGATION

The selected Bidder(s) will be expected to fully execute the Supply Contract. As part of the negotiation process, Bidders may propose amendments to this Contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment.

K. COMMITMENT OF FIRM KEY PERSONNEL

The Bidder agrees that key personnel identified in its submittal or during Contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this Contract. Should key personnel become unavailable for any reason, the selected Bidder shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract. Specific language pertaining to personnel substitution is contained within the sample Contract in Appendix A.

L. QUALITY OF MATERIAL WORKMANSHIP

All materials and equipment to be provided under this Contract shall conform to the laws of the State of Washington and/or Federal Government. The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, SAE, UL 845 and 891, NEC, and all Federal, state, and local standards for the type of equipment provided for its intended use.

Unless otherwise noted in this specification, all materials and equipment incorporated into any item covered by the specification shall be new and of the most suited of their respective kinds for their intended use. All workmanship shall be in accordance with accepted industry construction practices.

For ease of reference in this specification, certain equipment and materials or processes may be designated by a trade name, Manufacturer's name, Manufacturer's catalog number, or other similar designation. Wherever such designation appears in this specification, it shall be deemed to be followed by the words "or approved equal." The exception to this is when the reference is followed by the word "**REQUIRED**". These particular items have been identified in an effort to standardize the Utilities inventory of replacement parts and **NO EXCEPTIONS/ALTERNATES** will be permitted in these cases.

If the Contractor elects to bid alternative equipment, materials, or processes where allowed, then complete data must be submitted with the bid showing that the alternative item or process is of a quality equal to or better than that specified and has the required characteristics for the intended use, and the submittal must be approved by the City. Failure to submit such data will render the bid non-responsive. Upon request, the Contractor shall furnish to the City within five (5) working days such additional information relating to such alternative items as the City may require. In the event that the equivalency is not readily ascertained from the information supplied by the successful Contractor, the City may test the material or equipment, or have it tested. The successful Contractor shall bear all expense of the City's determination of whether or not alternative equipment, materials or processes are equal to those designated. The City shall keep expense records of all costs and charges associated with such determination of equivalency.

M. PROPOSAL FORMAT AND PRESENTATION

Submittals shall be submitted electrically in .pdf format.

Submittals should be limited to 40 pages, excluding any required forms.

N. CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page.

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. See items 1.06 of the Standard Terms and Conditions.

O. CONTENT TO BE SUBMITTED IN PROPOSAL

Bidders are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any proposal containing a substantial deviation from the requirements outlined in this RFP. Organization of the submittal shall follow the sequence of contents below so that essential information can be located easily during evaluation.

1. Describe your company's proposed solution and ability to provide the equipment, installation supervision and commissioning services. Demonstrate how your proposed solution will fit our needs (existing space constraints, operation requirements, etc.) Include physical drawings and cut sheets of key components being proposed, sample wiring and schematic drawings, sample factory field test plans, and sample breaker test reports.
2. Describe five (5) past projects with similar scope of work.
3. The Contractor shall identify the location of the shop where motor control center construction will occur in their proposals. Tacoma prefers Wilsonville, Oregon.
4. Provide a baseline schedule listing the following milestones, as a minimum:
 - a. Material Ordered
 - b. Materials Received
 - c. Start of Motor Control Centers
 - d. Completion of Motor Control Center
 - e. FAT of Motor Control Centers
 - f. Shipment of Motor Control Centers
5. Provide a minimum of three (3) client references able to verify the firm's overall expertise for this type of work. The references must have worked with the firm within the last 5 years. Provide complete information including name of company, contact person, address, phone number and email address.
6. Provide the proposed payment schedule, method of billing and hourly rates for onsite field service technician during installation and commissioning.
7. List key personnel that will handle the project, including the electrical equipment manufacturer Project Manager and Technical Lead.
8. Provide a list where various key components are manufactured.
9. Provide a list of any proprietary components and any components that cannot be steadily sourced locally (USA) by the City to be used in the assembly of equipment.
10. Required Forms
 - Signature Page
 - Price Proposal Form
 - Proposal Notice

- Contractors Record of Prior Contracts
- Spare Parts List

11. Equity in Contracting

Please provide answers to the questions below in your proposal. A “yes” answer to any of the questions below will result in the award of five (5) points. Proposers must include the full legal name of all SBE or OMWBE firms.

- Is your firm a certified City of Tacoma SBE firm?
- Is your firm partnering with a certified City of Tacoma SBE firm(s)?
- Is your firm a minority/woman owned firm certified with the Washington State Office of Minority and Women’s Business Enterprise?
- Is your firm partnering with a minority/woman owned firm certified with the Washington State Office of Minority and Women’s Business Enterprise?

12. Credit Card Acceptance

Provide a statement regarding your ability to meet the City’s credit card requirements (below) as well as identifying your reporting capabilities (Level I, II, or III).

- Vendors must be PCI–DSS compliance (secure credit card data management).
- Vendors must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.

This information is not a consideration in the evaluation process.

P. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Bidders before final selection.

Submittals will be evaluated on the following criteria:

Criteria	Points
Evaluated cost of ownership (including price)	45
Compliance with Technical Provisions and ability to meet city project goals	15
Ability to meet schedule	15
Interviews & References & Experiences	5
Terms and Conditions	15
Equity In Contracting	5

The City reserves the right to visit facilities for the purpose of inspecting manufacturing facility.

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

Q. INTERVIEWS

An invitation to interview may be extended to Bidders based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin Contract negotiations without conducting interviews.

R. AWARD

After the Bidder is selected by the SAC and prior to award, all other Bidders will be notified in writing by the Purchasing Division. Once a finalist (or finalists) has been selected by the Selection Advisory Committee, Contract negotiations with that finalist will begin, and if a Contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

SECTION 2 – SPECIAL PROVISIONS

A. CONFLICT AND PRECEDENCE

The RFP documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of the RFP and resulting Contract, the documents shall take precedence in the following order:

1. Contract Change Orders
2. Contract Negotiations
3. Request for Proposal
4. Bidder Submittal

B. COORDINATION AFTER AWARD

Upon award of Contract, the Contractor shall assign a single Point of Contact for the City. The Contractor's responsible person shall participate in periodic meetings with the City to review progress, upcoming deliverables, and track action items. The Project Manager shall maintain an updated project schedule, which reflects Contractor's design, procurement and manufacturing activities, and submit it to the City as requested.

The Contractor shall make sure there is continuity in the project team throughout the course of the Contract and smooth transition when project team members change.

C. PROJECT SUBMITTALS AFTER AWARD

All project submittals and correspondence shall be in English. Submittals are intended to show compliance with the Contract documents. Submittals will be reviewed and approved for general conformance with the design concept of the project and general compliance with the information given in the Contract documents. City signatures, corrections or comments made on returned submittals do not relieve the Contractor from compliance with requirements of the Contract. Submit one (1) electronic copy of submittal to the City for review. Submittals shall be in an unprotected format that allows for mark-ups and edits by the City. One (1) electronic copy, with corrections/comments will be returned to the Contractor. The Contractor shall email the submittal to the City (for file size up to 15MB) OR post the submittal on a secure file share site and provide a link to the City.

1. Request for Information

Prior to the submitting the design drawing submittal the Contractor shall submit a Request for Information (RFI) to resolve conflicts observed in the RFP and to reduce time to incorporate comments. A project meeting shall be held between the City and Eaton MCC Project Manager to review the drawings in the specification in order to address questions about combination motor starter cubicles, relay control cubicles, control circuits between cubicles, etc.

2. Design Submittal

The Contractor is required to provide information to support their design, engineering, and manufacturing process, and provide this information in sufficient detail to demonstrate the work is being performed in accordance with the Contract. **The Contractor shall provide the City a design submittal (including drawings and any other associated documentation) for review and approval prior to manufacturing.** The drawings shall include general arrangement drawings, equipment layout drawings, installation and anchoring details and requirements, schematic diagrams, wire drawings, name plate schedules, structural and architectural drawings and a detailed bill of materials.

The Contractor shall provide the City cut sheets (manufacturer's name, manufacturer's product number, manufacturer's product data, catalog data, brochures, and performance charts/characteristics) clearly identifying all components/devices (including but not limited to electrical and mechanical components). The cut sheets shall provide sufficient information on the components including rating and size. Generic cut sheets shall be clearly identified for proposed components (by means of arrows pointing to relevant text,

text highlight, items enclosed with distinguishable boxes) in a way that it distinguishes the component that is being potentially supplied from the rest of the cut sheet.

3. Pre-FAT Submittal

The Contractor shall submit an agenda and complete test plan for the FAT for City review prior to the mutually agreed upon FAT date.

The test plan shall list the tests to be performed (in the order it is being planned), any pre-and post-test requirements, acceptable test outcomes (criteria for pass/fail and acceptable test result range), space for filling in the test results and initials (of the personnel performing the test).

4. Post-FAT Submittal

The Contractor shall submit an O&M manual with final as-built drawings to the City at the time of equipment shipment. The O&M manual shall include the FAT test report.

5. Submittal Schedule

Submittal Description	Deadline	Submittal Type	Reference
Request for Information, Project meeting	14 days from NTP	Soft copy via email or server	C.1
Design Submittal	5 weeks from NTP	Soft copy via email or server	C.2
Pre-FAT Submittal	15 days prior to FAT	Soft copy via email or server	C.3
Post- FAT Submittal	At time of shipment	Soft copy via email or server	C.4

6. AutoCAD Drawings

All new drawings specific to this project created by the Contractor or by the Contractor's SubContractors shall be electronically created using a recent version of AutoCAD. Drawings shall utilize Tacoma Power AutoCAD Drawing and Layering Standards which will be provided to the Contractor.

The City shall provide the following to the Contractor:

- City of Tacoma AutoCAD template file (.dwt) which will include the border and layers.
- Simp0.txt text file to be used for all text in the body of the drawings.
- City of Tacoma AutoCAD pen setting file (.ctb).

7. Submittal Formats

Submittal Type	Format
Manufacturer Cut Sheets	Adobe PDF or Microsoft Word
Drawings	Adobe PDF and AutoCAD DWG
Calculations	Microsoft Excel or Word
Reports and Procedures	Adobe PDF or Microsoft Word

D. ADMINISTRATION – MEASUREMENT AND PAYMENT

The unit bid prices shall be full and complete compensation for the Contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the Contractor for completing the Contract. All work not specifically called out in these specifications, but required to manufacture and deliver specified equipment shall be considered incidental to the Contract. Payment shall be lump sum upon delivery with the City's acceptance of all equipment and documentation as specified in Contract.

E. LIQUIDATED DAMAGES

Since the timely delivery of the equipment is critical to the City's operations, the Contractor will be subject to liquidated damages for failure to meet the delivery date listed in their submittal. Should the delivery be delayed beyond the quoted delivery date or beyond the expiration of any period or extension of such period as may be allowed by reason of unavoidable delays, and by agreement between the Contractor and the City, there shall be deducted from the total Contract price the sum of \$400 per day. The maximum Liquidated Damages to be imposed would be 10% of the value of the equipment/material on the Contract. Said sum shall be considered not as a penalty but as liquidated damages which the City will suffer by reason of the failure of the Contractor to deliver within said period or such extensions thereof. It is agreed that said liquidated damages shall be due and owing the City from the Contractor for failure to timely deliver as herein specified.

Any moneys due to the Contractor, or to become due to the Contractor at or after the Contract completion date, may be retained by the City as may be necessary to pay said liquidated damages. If such amounts are not sufficient to pay the liquidated damages, the Contractor shall immediately pay any deficiency to the City. Such deductions or amounts retained by the City shall not release the Contractor to any degree whatsoever from further obligation and liability with respect to fulfilling the entire Contract.

Nothing contained herein shall preclude claims by the City for damages caused by Contractor or Subcontractor errors, omissions or negligence unrelated to delay in completing the Contract.

F. PACKING AND SHIPPING

The Contractor shall create a punch list to track all times that need to be addressed during and after the FAT.

The Contractor shall upon completion of the punch list action items, submit the same to the City for approval. Only upon receiving punch list approval from the City shall the Contractor initiate shipping.

The Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address, engineer, and purchase order number. A complete packing list (clearly listing all pieces shipped, including assemblies, those shipped loose and their quantities) must be included with the shipping.

Shipping containers shall include center of gravity, Tip-N-Tell and ShockWatch or equivalent indicators.

All items shall be properly prepared for handling and shipment. All heavy parts shall be provided with skids to facilitate handling. All heavy parts shall be securely boxed and identified as to content. The Contractor will be responsible for all damage to the shipment incurred in transit.

Split shipment of Motor Control Centers are acceptable in order to meet schedule and, delivery means shall be in an enclosed trailer, unless otherwise approved by the City.

G. DELIVERY

This section is in addition to the Standard Terms and Conditions, Section 1.34, Risk of Loss, Shipping and Delivery.

Delivery is F.O.B. destination, freight pre-paid and allowed.

The ordered materials shall be delivered to:

Wynoochee River Project
5120 Wynoochee Valley Road
Montesano, WA 98563

Attention: (provided upon award) Notification must be received at least 48 hours prior to delivery. Email notification should be sent to the project lead (email provided upon award) and notification by phone should be given to the Hydro Project Office (listed above). Phone number to be provided upon award.

This section is in addition to the Standard Terms and Conditions, Section 1.36, Packing Slips, and Invoices. Shipping notices shall be mailed to:

Tacoma Power - Generation
3628 South 35th Street
Tacoma, Washington 98409

Attention: (provided upon award) Invoices shall be mailed to:

Tacoma Power - Generation
3628 South 35th Street
Tacoma, Washington 98409

H. INSPECTION

All goods are subject to final inspection at site and acceptance by the City. Material failing to meet the requirements of the Contract will be held at the Contractor's risk and may be returned to Contractor. If so returned, the costs of transportation, unpacking, inspecting, repacking, reshipping or other like expenses are the responsibility of the Contractor.

In addition to the FAT, the City shall be permitted to be present to witness the manufacture and/or testing of bid items and/or perform a quality audit of the manufacturing facility.

I. SHOP VISITS

The City reserves the right to visit the Contractor's shop before and during MCC construction. The Contractor shall inform the City once the equipment is ready for shop inspection and testing. Shipment of the equipment shall not occur prior to written approval from the City.

J. GUARANTEES AND WARRANTIES

The Contractor shall warrant to the City that the equipment shall perform and operate for the purpose(s) specified, shall be new and free from defects and deficiencies in material and workmanship, shall meet all specifications, including those relating to performance contained or incorporated by reference in the Contract and that any assembly and/ or installation will be performed in a compliant manner in accordance with accepted industry standards.

The foregoing warranties shall apply to defects or deficiencies occurring within a period of one (1) year from energization or two (2) years from equipment delivery, whichever comes first.

If at any time during the warranty period the City notifies the Contractor of any failure to comply with the warranty, the Contractor shall promptly and, at the time the City directs, correct any non-compliance and remedy any damage to other items of the equipment or any other property resulting from the non-compliance. All costs involved in correcting and remedying any non-compliance (including, but not limited to, the removal, transportation, replacement, and reinstallation of items necessary to gain access, including all labor costs) shall be borne by the Contractor.

SECTION 3 – TECHNICAL PROVISIONS

1. SCOPE

- A. The Contractor shall furnish Motor Control Centers (MCCs) as specified herein and as shown on drawings. The MCCs will be used on a 480Vac, 3 phase, 3 wire, 60 Hz system.

2. REFERENCES

- A. The MCCs and all components shall be designed, manufactured and tested in accordance with the latest applicable standards of NEMA, ANSI and UL 845.

3. QUALIFICATIONS

- A. The Manufacturer of the assembly shall be the Manufacturer of the major components within the assembly.
- B. For the equipment specified herein, the Manufacturer shall be ISO 9001 or 9002 certified.
- C. The Manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of ten (10) years. When requested by the City, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement. The City will be the sole judge of the Contractor's ability to meet the requirements of this paragraph.

4. SEISMIC REQUIREMENTS

- A. The Manufacturer shall certify the equipment based upon a dynamic and/or static structural **computer analysis** of the entire assembled structure and its components, provided it is based upon **actual seismic testing** from similar equipment. The analysis shall be based upon all applicable seismic requirements of the 2015 International Building Code (IBC) Site Classification C, Site Coefficient $F_a = 1.0$, $F_v = 1.5$, and Spectral Response Accelerations of $S_S = 1.5$, $S_1 = 0.683$.

The analysis shall be based upon a 5% damping factor, and a peak (S_{DS}) of at least 1.0 g's (3 -12 Hz), applied at the base of the equipment in the horizontal direction. The forces in the vertical direction shall be at least 66% of those in the horizontal direction. The analysis shall cover a frequency range from 1 to 100Hz. Guidelines for the installation consistent with these requirements shall be provided by the equipment manufacturer and based upon testing of representative equipment. Equipment certification acceptance criteria shall be based upon the ability for the equipment to be returned to service immediately after a seismic event within the above requirements without the need for repairs.

- B. The following minimum mounting and installation guidelines shall be met, unless specifically modified by the above referenced standards.
 - 1. The Contractor shall provide equipment anchorage details, coordinated with the equipment mounting provision. Mounting recommendations shall be provided by the Manufacturer based upon the above criteria to verify the seismic design of the equipment.
 - 2. The equipment Manufacturer shall certify that the equipment can withstand, that is, function following the seismic event, including both vertical and lateral required response spectra as specified in above codes.
 - 3. The equipment Manufacturer shall document the requirements necessary for proper seismic mounting of the equipment. Seismic qualification shall be considered achieved when the capability of the equipment, meets or exceeds the specified response spectra.

5. REGULATORY REQUIREMENTS

- A. The MCCs shall be UL certified and bear a UL label.

6. DELIVERY, STORAGE AND HANDLING

- A. MCCs shall be stored in a clean, heated and dry space.
- B. Factory wrapping shall be maintained or a heavy plastic cover shall be provided in order to protect units from dirt, water, construction debris and traffic.
- C. Equipment shall be handled and stored in accordance with Manufacturer's instructions.
- D. O&M manual shipped with the equipment.

7. MANUFACTURERS

- A. Acceptable products shall be:
 - 1. Eaton Freedom 2100 Motor Control Center
- B. The listing of specific Manufacturers above does not imply acceptance of their products that do not meet the specified ratings, features and functions. Manufacturer(s) listed above are not relieved from meeting these specifications in their entirety.

8. RATINGS

The MCCs shall be 600-volt class suitable for operation on an ungrounded three-phase, 480Vac, 60 Hz system braced to withstand 65 kA contribution and having circuit protection devices rated at 22kAIC. Refer to drawings for additional information.

9. NAMEPLATES

Engraved nameplates, mounted on the face of the assembly, shall be furnished for all Motor Control Center cubicles. Refer to drawings for details. Nameplates shall be laminated plastic, beveled edges, white letters on black background. The lettering shall be 3/16-inch high, minimum. Furnish master nameplate schedule for each Motor Control Center showing equipment designation, voltage and ampere rating, short circuit rating, manufacturers name and general order number.

Control components mounted on cubicle doors or within the Motor Control Center cubicle such as fuse blocks, relays, indicating lights, terminal blocks, t, instruments, switches, etc. shall be suitably marked with identification.

10. FINISH

All exterior and interior steel surfaces of the Motor Control Centers shall be properly cleaned. The Motor Control Centers shall be given a phosphatizing pretreatment. The paint coating shall be a polyester urethane, thermosetting powder paint. Color and finish of the Motor Control Center shall be ANSI 61 light gray. All structural steel and panels will be painted. Backplanes shall be painted white.

The Motor Control Centers finish shall have passed a 600 hour corrosion-resistance test per ASTM B 117 on units prepared and finished with the same products and procedures.

11. ENCLOSURES

- A. The Motor Control Center enclosure shall be NEMA type 12 with gasketed doors. All enclosing sheet steel, wireways and unit doors shall be gasketed.

12. MOTOR CONTROL CENTERS (MCCS)

12.1 Construction

- A. The MCC shall be:
 - 1. Eaton type FREEDOM 2100 Motor Control Center

- B. Each assembly shall be provided with four lifting points, one on each corner, and shall be capable of being moved into installation position and bolted directly to the floor without the use of floor sills providing the floor is level to 1/8 inch per 3-foot distance in any direction.
- C. The structure shall be a totally enclosed, dead-front and free-standing assembly. MCC height and depth are shown on the drawings. Structures shall contain a horizontal wireway at the top, isolated from the horizontal bus via metal barriers and shall be readily accessible through a hinged cover. Structures shall also contain a horizontal wireway at the bottom that is open to the full rear of the structure. Adequate space for conduit and wiring to enter the top shall be provided without structural interference.
- D. Cubicles for mounting control units shall arranged per the drawings. Guide rails shall be provided for motor control cubicles.
- E. A vertical wireway with a minimum of 35 square inches of cross-sectional area shall be adjacent to each vertical unit and shall be covered by a hinged door. Wireways shall contain steel rod cable supports.
- F. All full voltage starter units and all feeder breakers shall be of the draw-out type. Draw-out provisions shall include a positive guide rail system and stab shrouds to absolutely ensure alignment of stabs with the vertical bus. Draw-out units shall have a tin-plated stab assembly for connection to the vertical bus. No wiring to these stabs shall extend outside of the draw-out unit. Interior of all units shall be painted white for increased visibility. Units shall be equipped with side-mounted, positive latch pull-apart type motor and control terminal blocks rated 600 volts. Knockouts shall be provided for the addition of future terminal blocks. All control wire to be 16 gauge minimum and meet NEC ampacity requirements for the circuit protection provided.
- G. The unit stabs shall have shrouds that extend into the labyrinth vertical bus.
- H. All draw-out units shall be secured by a spring-loaded, quarter turn, indicating type fastening device located at the top front of the unit. Each unit compartment shall be provided with an individual front door.
- I. An operating mechanism shall be mounted on the primary disconnect of each starter unit. It shall be mechanically interlocked with the unit door to prevent access, unless the disconnect is in the "OFF" position. A defeater shall be provided to bypass this interlock. With the door open, an interlock shall be provided to prevent inadvertent closing of the disconnect. A second interlock shall be provided to prevent removal or reinsertion of the unit while in the "ON" position. Padlocking facilities shall be provided to positively lock the disconnect in the "OFF" position with up to three (3) padlocks with the door open or closed. In addition, means shall be provided to padlock the unit in a partially withdrawn position with the stabs free of the vertical bus.
- J. Line and load side finger protection shall be provided on breakers and fuses.
- K. MCCs CQ1 and CQ2 sections have the following dimensions: 78" H X 16" D X 20" W. MCC CQ3 has section dimensions as 90" H X 16" D X 20" W.

12.2 BUS

- A. Each Motor Control Center structure shall contain a main horizontal silver-plated copper bus, with minimum ampacity of 600 amperes. The horizontal bus shall be rated at 50 degrees C temperature rise over a 40 degrees C ambient in compliance with UL standards. Vertical bus feeding unit compartments shall be tin-plated copper and shall be securely bolted to the horizontal main bus. All joints shall be front-accessible for ease of maintenance. The vertical bus shall have a minimum rating of 600 amperes. Both vertical and horizontal bus shall be fully rated and shall not be tapered. Vertical bus shall not be reduced rated via center feeding.

- B. The Motor Control Center vertical bus shall be completely isolated and insulated by means of a labyrinth design barrier. It shall effectively isolate the vertical buses to prevent any fault-generated gases to pass from one phase to another. The vertical bus shall include an automatic shutter mechanism that will allow the unit stabs to engage the vertical bus every 6 inches and provide complete isolation of the vertical bus when a unit is removed.
- C. All buses shall be braced for 65,000 Amperes RMS symmetrical.
- D. A tin-plated copper ground bus shall be furnished firmly secured to each vertical section structure and shall extend the entire length of the Motor Control Centers. The ground bus shall be located in bottom horizontal wireway.
- E. Insulated bus supports shall be of flame retardant polyester glass, designed and tested to withstand the mechanical stress produced by fault currents as required in this document.
- F. The vertical bus shall include an automatic shutter mechanism that will allow the unit stabs to engage the vertical bus every six inches and provide complete isolation of the vertical bus when a unit is removed.
- G. The existing 480Vac, 600A busway connected between the MCC CQ-3 main bus and existing, but not being replaced, MCC CQ-3A is planned to be re-used. Refer to drawing which shows existing connection to MCC 3Q main bus.
- H. All fastening hardware used on conductors shall be high-tensile strength and zinc-plated. All bus joints shall be provided with conical spring-type washers.
- I. Horizontal Main bus and ground bus on all MCCs shall be provided with splice bars so the MCC sections can be separated if needed to install.
- J. Provide MCC CQ3 with a splice bar kit to attach 480Vac City provided 480Vac bus per the drawing.

12.3 Motor Controllers

- A. Combination starters units shall be full-voltage reversing or non-reversing as shown on drawings and shall utilize Eaton type HMCP Motor Circuit Protectors.
 - 1. Each combination unit shall be rated 22 kAIC symmetrical at 480Vac.
 - 2. HMCP shall provide adjustable magnetic protection and be adjustable to 1700% motor nameplate full load current to comply with NEC requirements.
 - 3. All HMCP combination starter units shall have a "tripped" position on the unit disconnect and a push-to-test button on the HMCP. Include form C contact (one NO and one NC) to indicate breaker position (OPEN/CLOSED) with leads terminated at cubicle control terminals per the drawings.
 - 4. HMCP motor circuit protectors shall include transient override feature for motor inrush current.
- B. Motor Starters
 - 1. Magnetic starters shall be equipped with double-break silver alloy contacts. The starter must have straight-through wiring. Each starter shall have contacts as shown on the drawings.
 - 2. Coils shall be of molded construction. All coils to be color-coded and permanently marked with voltage, frequency and part number.
 - 3. Solid-State Overload Relay - C441
 - a. Where indicated on the drawings, use a microprocessor-based Overload Relay (OLR) in each starter and/or where indicated on the drawings for protection, control, diagnostics and monitoring of the motors. The OLR shall be Eaton type C441 (Motor

- Insight) overload and monitoring relay. The OLR shall meet UL 1053, UL 508, CUL and CSA, and IEC standards.
- b. The OLR shall not require external current transformers for motor applications from 1 to 90 amperes FLA. Where larger motors are involved, external current transformers shall be used.
 - c. The OLR shall be rated for application of 660VAC and less.
 - d. The OLR shall have the following motor control functions:
 - i. 1—Fault relay, Form B, NC contact with a rating code of B300 per UL 508.
 - ii. 1—Programmable Auxiliary Relay, Form A, NO contact with a rating code of B300 per UL 508.
 - iii. Programmable auxiliary relay allows for user defined fault identification, fault alarming and fault prioritization, including all protection faults including but not limited to: ground fault, jam, phase imbalance, high and low power.
 - iv. 1—External remote reset allowing for a 120VAC wired remote reset.
 - v. 2—Trip & Reset status indicating LEDs.
 - vi. 1 – Door mounted remote display manual reset button.
 - vii. 1 – Door mounted remote display Manual trip button.
 - e. The OLR shall be capable of accommodating external current transformers with ranges from 150:5, 300:5, and 600:5 amperes through a settable CT multiplier on the device for FLAs above 90 amps.
 - f. The OLR shall draw its control power from separate source 120 VAC supply not requiring line power to operate it. The OLR shall be suitable for between 47 Hz and 63 Hz.
 - g. The OLR shall have selectable trip classes from 5-30; stepped by ones.
 - h. The OLR shall be equipped with a dedicated door mounted operator-interface (OI)/ display interface panel. The OI shall have a seven-segment 3-digit LED display for control, programming, monitoring, diagnostic and alarming functions.
 - i. The overload relay shall be completely configurable without the use of any proprietary software tool.
 - j. The overload relay shall be completely configurable through the use of available communications/industrial network.
 - k. The OLR relay shall have a minimum of a 10-fault history stored in a non-volatile memory accessible locally on the device without the use of communications.
 - l. The OLR relay shall have a minimum of a 10-fault history stored in a non-volatile memory accessible remotely through the use of communications/industrial network.
 - m. The OLR shall annunciate the following conditions and allow for configuration within the ranges listed:
 - i. Motor Protection consisting of:
 - 1. Thermal overload (FLAs 1-90 without external CTs, up to 540 amps with external CTs)
 - 2. Jam, Stall and Current Level Alarming (Settable from 50-400% of FLA, or OFF)
 - 3. Current unbalance (Settable from 1-30%, or OFF)
 - 4. Current phase loss (60% fixed, or OFF)
 - 5. Ground fault (Settable as low as 3 amps to 0.15 amps dependent on the number of wire passes through the current transformers, or OFF)
 - 6. Phase rotation/reversal (Settable as OFF, ACB, ABC)
 - ii. Load protection consisting of:
 - 1. Under-current (settable from 1-30%)
 - 2. Low power (kW) (configurable based on range of device)

3. High power (kW) (configurable based on range of device)
- iii. Line Protection consisting of:
 1. Over-voltage (settable to 10% above OLR rated voltage)
 2. Under-voltage (settable to 15% below OLR rated voltage)
 3. Voltage phase unbalance (settable from 1-30%)
 4. All Line Protection and Ground Fault shall be settable to alarm only mode or trip mode.
- vi. Protection Trip Delays
 1. All Motor Protection shall have programmable trip delays by specific trip type from 1-20 seconds.
 2. All Load Protection shall have programmable trip delays by specific trip type from 1-60 seconds.
 3. All Line Protection shall have programmable trip delays by specific trip type from 1-20 seconds.
- n. The OLR shall have the following local advanced monitoring capabilities not requiring communications:
 - i. Current—Average and per phase RMS
 - ii. Voltage—Average and per phase RMS
 - iii. Power—Motor kW
 - iv. Power Factor
 - v. Frequency
 - vi. Thermal capacity
 - vii. Motor run hours
 - viii. Ground fault current
 - ix. Current unbalance %
 - x. Voltage unbalance %
- o. The OLR shall have the ability to perform auto resets based on programmable timers.
 - i. The OLR shall have a programmable auto reset for all Motor Type Faults, settable from 2-500 minutes.
 - ii. The OLR shall have a programmable auto reset for Thermal Overload only, settable from 2-500 minutes.
 - iii. The OLR shall have a programmable auto reset for Load Type Faults, settable from 2-500 minutes.
 - iv. The OLR shall have the ability to auto reset for Line Type Faults.
 - v. The OLR shall have the ability to limit the number of auto reset attempts to a number set by the user for Motor Type Faults, and a separate number set for Load Type Faults, after which a manual reset is required.
 - vi. The OLR shall have a programmable restart delay from 1-500 seconds after a power loss has occurred to ensure a deliberate start of multiple loads in a stepped fashion.
 - vii. The OLR shall have the ability to perform in slow starting high inertia loads, or where a reduced voltage soft starter is being used.
 - viii. The OLR shall have a settable transition time where protection can be disabled during a start time from 1-180 seconds to accommodate slow starting loads to prevent nuisance tripping.
 - ix. The OLR shall have a definable run current that can be used concurrently with the programmable transition time to ensure a successful start and then enabling all protection.

- x. The OLR shall have a dedicated remote-mounted display/operator-interface option (C441) for use with enclosed control or motor control centers Type 1 remote display.
 - xi. The remote display shall be powered from the base unit with no need for control power or a power supply.
- C. Each motor starter shall be fed external 120VAC power from a 480Vac/120VAC transformer and distribution panel within the MCC. Motor starter cubicles will be equipped with indicating lights, relays, terminal blocks and contacts as shown on the drawings.

12.4 Feeder circuit breakers

- A. Each feeder breaker located in MCC shall have the following features:
- 1. 600 Vac with continuous ampere rating as indicated on drawings.
 - 2. 22 KA interrupting capacity at 480Vac.
 - 3. Thermal-Magnetic fixed trip units per the drawings.

12.5 Wiring, Terminations and Terminal Blocks

- A. All MCCs are NEMA Class II Type B wiring. 480Vac power cables serving motor loads shall be terminated at a power terminal block located immediately adjacent to the vertical wireway and be readily accessible. 480Vac power cables serving non-motor loads shall be terminated at the load side of the feeder breaker. Control power (120Vac) shall be brought from the distribution panel located in the MCC to the combination motor start control power terminal blocks or relay control panel terminal blocks in the vertical wireway as shown on the drawings.
- B. All control wiring shall be 600 Volt, SIS, 16 AWG minimum unless otherwise specified.
- C. Control wiring shall have wire labels on both ends of the wire. The label will indicate where it is terminated (location, device and terminal number) and the other end device termination location (location, device and terminal number). Wiring shall be neatly trained, bundled and secured by nylon ties. Wiring shall not be under tension and shall be protected to avoid pinching or strain when opening cubicle doors.
- D. All terminal block terminals shall be labeled - on the inside MCC cubicle terminals and the vertical wireway fixed terminal and on pass-through terminals used inside MCC cubicles.
- E. Control terminal blocks in MCC control relay cubicles shall be Eaton model equivalent to Phoenix Contact model UDK4: Feed-through terminal block, nominal voltage: 630 V, nominal current: 32 A, screw connection, number of connections: 4, number of positions: 1, cross section: 0.2 mm² - 6 mm², AWG: 24 - 10, width: 6.2 mm, color: gray, din rail mounting.
- F. Ten percent terminal blocks for control circuits shall be provided as spare.

12.6 Auxiliary relays

- A. General purpose control relays in MCC cubicles, shall have the specified contact configuration as shown on the drawings.
- B. Control relays shall be UL listed for mounting specified and have the following ratings: 600Vac rated, 120Vac coil rating, 60Hz frequency, 10A maximum carrying current at rated voltage, - 22 – + 122deg F operating temperature, 50milliohm maximum resistance at rated current and voltage, silver cadmium oxide contact rating, 100mA minimum load, 1500V dielectric strength, pick up voltage at 80% of rated, dropout voltage at 30% of rated, 110% maximum operating voltage, 5 Million mechanical operations, 100,000 electrical operations, one third maximum horsepower rating at 120Vac, plug in base.
- C. Relays shall be labeled per the drawings.

D. Control relays plug in base shall either be panel or din rail mounted.

12.7 Indicating Lights

- A. Lights to indicate motor operation shall be mounted on the cubicle doors housing some motor starters. Refer to drawings.
- B. Indicating lights shall be LED, push-to-test, 120Vac full voltage. Green plastic lens to indicate motor stopped/off and red plastic lens to indicate motor running.
- C. Indicating lights shall be rated NEMA 12, 30mm style.

12.8 Selector Switches

- A. Two LOCAL – REMOTE selector switches shall be installed on the CQ-3 control relay compartment cubicle door.
- B. Selector switches shall be maintained in both positions, non-illuminated, 30mm style, NEMA 12 and have black knob operator.
- C. Nameplate shall be black with white lettering with text LOCAL REMOTE.
- D. Selector switches shall have the appropriate number of contacts/decks as shown on drawings.

12.9 Power Transformer

- A. Each MCC shall have a power transformer installed in a vertical section. The transformer shall be single phase, primary voltage rating shall be 480Vac to 120/240Vac wye connection, 60Hz, 115 degree C temperature rise and copper windings.
- B. Transformers will have primary and secondary protection using circuit breakers. Circuit breaker shall be rated 14kA AIC.
- C. Transformers shall be UL listed for installation in MCC.
- D. Power transformer shall be located in the MCC as per drawings.

13. SPARE PARTS AND ACCESSORIES

- A. One box of 5 spare bulbs for LED indicating lights.
- B. Two spare LED indicating lights.
- C. One spare contactor for each size used in the MCCs.
- D. Spare HMCP breaker and feeder breaker for each size in MCC and switchboard.
- E. One spare control relay for each control relay type used.

14. FACTORY TESTING

- A. A certified test report of all standard production tests shall be supplied to the City for each piece of equipment.
- B. The City's representative shall witness factory tests as outlined below:
 - 1. General arrangement of equipment as specified.
 - 2. Visual inspection and random wire checks.
 - 3. Functionality of motor control circuits and control relay circuits.
 - 4. Functionality of electronic overload relays.
 - 5. High pot of all equipment.
 - 6. Shutter inspections.

- C. The Manufacturer shall notify the City three (3) weeks prior to the date the tests are to be performed. At such time, the Manufacturer shall supply the City with a detailed factory acceptance test plan for the City's review and approval.

15. NOT USED

16. INSTALLATION SUPERVISION AND COMMISSIONING

- A. The Contractor shall provide detailed Manufacturer's installation instructions for each type of equipment with the equipment shipment. The City shall install the equipment following the Manufacturer installation instruction.
- B. Contractor on site support during installation and equipment commissioning is not required.

17. TRAINING

- A. Training provided by the Contractor to the City is not required.

18. DRAWINGS

- A. The following drawings are included in the specification:

SKE-CQ1-P	MCC CQ1 AND PANEL CR1 LAYOUT
SKE-CQ2-P	MCC CQ2 AND PANEL CR2 LAYOUT
SKE-CQ3-P	MCC CQ3 AND PANEL CR3 LAYOUT
SKE-OL-DIA	ONE LINE DIAGRAM
SKE-SG1&2-S1	SLUICE GATES 1 & 2 CONTROL SCHEMATIC DIAGRAM
SKE-SG1&2-S2	SLUICE GATES 1 & 2 CONTROL SCHEMATIC DIAGRAM
SKE-SG1&2-S3	SLUICE GATES 1 & 2 CONTROL SCHEMATIC DIAGRAM
SKE-SGH1-S	SPILLWAY GATE HOIST 1 CONTROL SCHEMATIC DIAGRAM
SKE-SGH2-S	SPILLWAY GATE HOIST 2 CONTROL SCHEMATIC DIAGRAM
SKE-DWP-3	DECK WASH PUMP CONTROL SCHEMATIC
SKE-SP1&2-S	SUMP PUMP 1 & 2 CONTROL SCHEMATIC DIAGRAM

19. PHOTOGRAPHS

- A. The following photographs are included in the specification

Figure 1.1	Existing CQ1 Spillway Gate Hoist 1
Figure 2.1	Existing CQ2 Spillway Gate Hoist 2
Figure 3.1-1	Existing CQ3 Sluice Gate 1 & 2 Control Relay Compartment
Figure 3.1-2	Existing CQ3 Sluice Gate 1
Figure 3.2	Existing CQ3 Sump Pump 1
Figure 3.3	Existing CQ3 Sump Pump 2
Figure 3.4	Existing CQ3 Sluice Gate Hydraulic Pump 1
Figure 3.5	Existing CQ3 Sluice Gate Hydraulic Pump 2
Figure 3.6	Deck Wash Water Pump

END OF SECTION

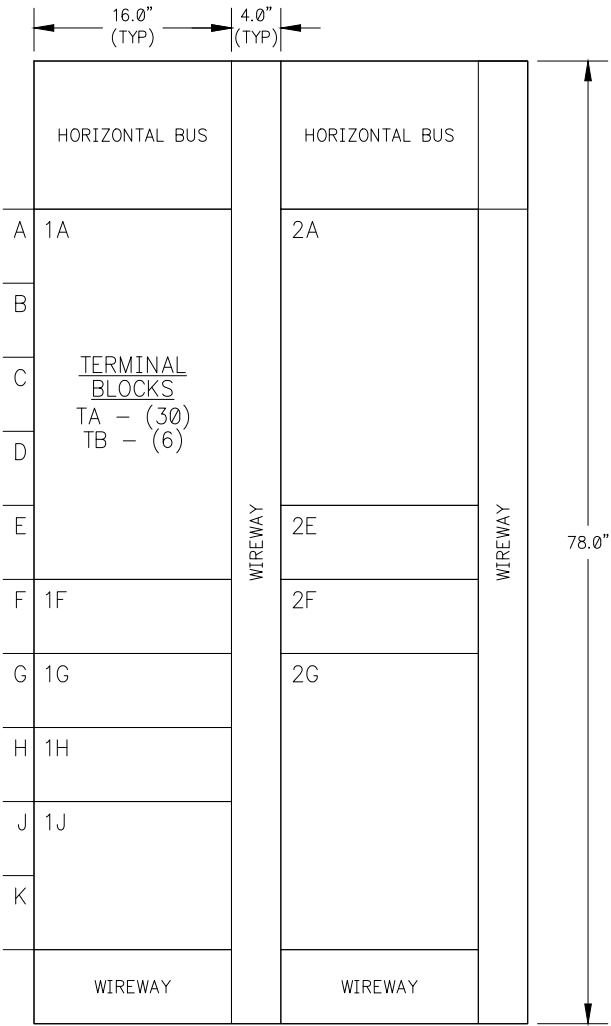


BUCKET	NAMEPLATE/SERVING	BREAKER	PHASE	POLE	VOLTAGE	NOTES	DRAWING
1A	SPILLWAY GATE HOIST 1 (SGH1)	50A	3	3	480VAC	HMCP BREAKER, COMBINATION FVR STARTER WITH ADDITIONAL MAIN CONTACTOR SIZE 1	SKE-SGH1-S
1F	FEEDER NO. 1 (FN1)	80A	3	3	480VAC	THERMAL MAGNETIC CIRCUIT BREAKER, BACK FED	—
1G	FEEDER NO. 2 (FN2)	80A	3	3	480VAC	THERMAL MAGNETIC CIRCUIT BREAKER, BACK FED	—
1H	SPACE	—	—	—	—	—	—
1J	EMERGENCY GENERATOR RECEPTACLE (GENREC)	—	3	3	480VAC	MAIN LUG ONLY, FOR EXTERNAL RECEPTACLE 30A, 4W, 600V	—
2A	120/240V PANEL (CR1)	—	1	2	240VAC	100A, 1Ø, 3W, 18CKT PANEL, BOND NEUTRAL AT THE PANEL	THIS DWG.
2E	HOIST PLATFORM RECEPTACLE (HOIREC)	30A	3	3	480VAC	THERMAL MAGNETIC FEEDER BREAKER ONLY	—
2F	SPARE	30A	3	3	480VAC	THERMAL MAGNETIC FEEDER BREAKER ONLY	—
2G	TRANSFORMER (TC1) PRIMARY BREAKER CB1 SECONDARY BREAKER CB2	PRI: 35A SEC: 40A	1	2	480VAC 240VAC	7.5kVA 1Ø 3W 480VAC-120/240VAC	—

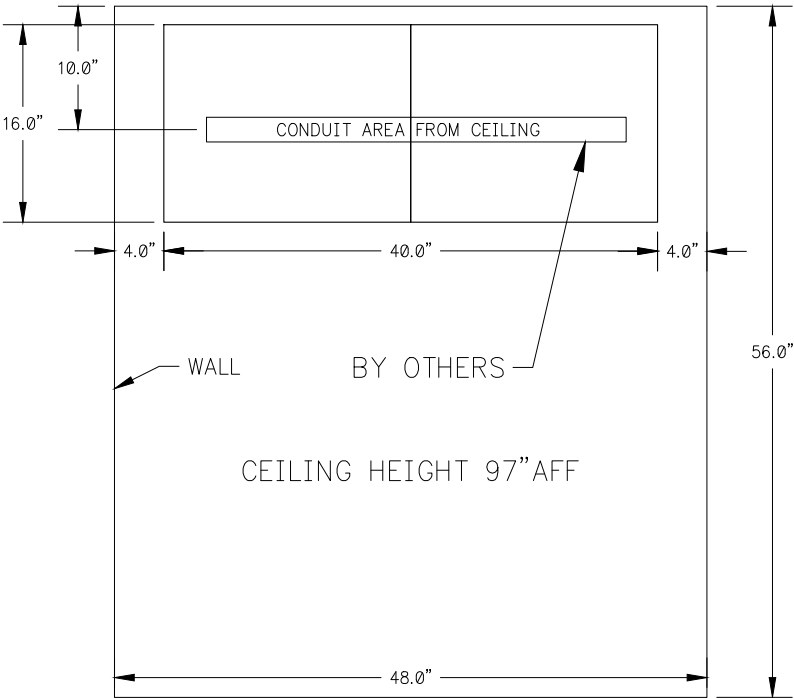
LOCATION: MCC CQ1				120/240 VOLTS		1 PHASE 3 WIRE			
SERVING: 120/240V LOADS				100 AMP MAINS		W/MAIN LUG ONLY			
CKT NO.	LOAD DESCRIPTION	KVA	TRIP AMPS		TRIP AMPS	KVA	LOAD DESCRIPTION	CKT NO.	
1	HERRINGBONE SPEED REDUCER HEATER 4 (SKE-SGH1-S)	2.16	20/1P		20/1P	0.20	WORM GEAR SPEED REDUCER HEATER 3 (SKE-SGH1-S)	2	
3	HERRINGBONE SPEED REDUCER HEATER 5 (SKE-SGH1-S)	2.16	20/1P		20/1P	0.20	POSITION INDICATOR & LIMIT HEATERS 1&2 (SKE-SGH1-S)	4	
5	HOIST MOTOR AND BRAKE HEATERS 6 & 7 (SKE-SGH1-S)	0.20	20/1P		20/1P	0.30	CQ1 ROOM HEATER (BY OTHERS)	6	
7	SPILLWAY GATE CONTROL POWER (SKE-SGH1-S)	0.20	20/1P		20/1P	0.18	RECEPTACLE (BY OTHERS)	8	
9	COMM CAMERA POWER (BY OTHERS)	1.20	20/1P		20/1P	0.18	CQ1 ROOM RECEPTACLE (BY OTHERS)	10	
11	SPARE	—	20/1P		20/1P	—	SPARE	12	
13	SPARE	—	20/1P		20/1P	—	SPARE	14	
15	SPARE	—	20/2P		20/2P	—	SPARE	16	
17								18	

1. ALL DEVICES AND WIRING NOT IDENTIFIED AS "BY OTHERS" SHALL BE PROVIDED BY MANUFACTURER.
2. MCC SHOWN IS REPLACING AN EXISTING MCC. IT IS IMPORTANT TO MAINTAIN BUCKET LOCATIONS TO REDUCE CABLE SPLICES ON EXISTING CABLES.

NO.	DATE	REVISION	DRAWN	CHECKED	STAMPED
<p>CITY OF TACOMA</p> <p>DEPARTMENT OF PUBLIC UTILITIES</p> <p>LIGHT DIVISION</p>					
<p>WYNOOCHEE DAM</p> <p>POWER SYSTEM UPGRADE</p> <p>MCC CQ1 AND PANEL CRI</p> <p>LAYOUT</p>					
SUBMITTED			DRAWN		STAMPED
			AMV		
			DATE		NOT TO SCALE
APPROVED			DRAWING NO.		
			SKE-CQ1-P		



MCC CQ2 ELEVATION VIEW



MCC CQ2 ROOM LAYOUT

MCC CQ2

BUCKET	NAMEPLATE/SERVING	BREAKER	PHASE	POLE	VOLTAGE	NOTES	DRAWING
1A	SPILLWAY GATE HOIST 2 (SGH2)	50A	3	3	480VAC	HMCP BREAKER, COMBINATION FVR STARTER WITH ADDITIONAL MAIN CONTACTOR SIZE 1	SKE-SGH2-S
1F	FEEDER NO. 1 (FN1)	80A	3	3	480VAC	THERMAL MAGNETIC CIRCUIT BREAKER, BACK FED	-
1G	FEEDER NO. 2 (FN2)	80A	3	3	480VAC	THERMAL MAGNETIC CIRCUIT BREAKER, BACK FED	-
1H	SPACE	-	-	-	-	-	-
1J	EMERGENCY GENERATOR RECEPTACLE (GENREC)	-	3	3	480VAC	MAIN LUG ONLY, FOR EXTERNAL RECEPTACLE 30A, 4W, 600V	-
2A	120/240V PANEL (CR2)	-	1	2	240VAC	100A, 1Ø, 3W, 18CKT PANEL, BOND NEUTRAL AT THE PANEL	THIS DWG.
2E	HOIST PLATFORM RECEPTACLE (HOIREC)	30A	3	3	480VAC	THERMAL MAGNETIC FEEDER BREAKER ONLY	-
2F	SPARE	30A	3	3	480VAC	THERMAL MAGNETIC FEEDER BREAKER ONLY	-
2G	TRANSFORMER (TC2) PRIMARY BREAKER CB1 SECONDARY BREAKER CB2	PRI: 35A SEC: 40A	1	2	480VAC 240VAC	7.5kVA 1Ø 3W 480VAC-120/240VAC	-

CR2

PANEL SCHEDULE

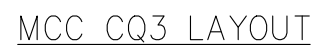
LOCATION: MCC CQ2		120/240 VOLTS		1 PHASE 3 WIRE				
SERVING: 120/240V LOADS		100 AMP MAINS		W/MAIN LUG ONLY				
CKT NO.	LOAD DESCRIPTION	KVA	TRIP AMPS		TRIP AMPS	KVA	LOAD DESCRIPTION	CKT NO.
1	HERRINGBONE SPEED REDUCER HEATER 4 (SKE-SGH2-S)	2.16	20/1P		20/1P	0.20	WORM GEAR SPEED REDUCER HEATER 3 (SKE-SGH2-S)	2
3	HERRINGBONE SPEED REDUCER HEATER 5 (SKE-SGH2-S)	2.16	20/1P		20/1P	0.20	POSITION INDICATOR & LIMIT HEATERS 1&2 (SKE-SGH2-S)	4
5	HOIST MOTOR AND BRAKE HEATERS 6 & 7 (SKE-SGH2-S)	0.20	20/1P		20/1P	0.30	CQ2 ROOM HEATER (BY OTHERS)	6
7	SPILLWAY GATE CONTROL POWER (SKE-SGH2-S)	0.20	20/1P		20/1P	0.18	RECEPTACLE (BY OTHERS)	8
9	CQ2 ROOM RECEPTACLE (BY OTHERS)	0.18	20/1P		20/1P	—	SPARE	10
11	COMM CAMERA POWER (BY OTHERS)	1.20	20/1P		20/1P	—	SPARE	12
13	SPARE	—	20/1P		20/1P	—	SPARE	14
15	SPARE	—	20/2P		20/2P	—	SPARE	16
17				18				

NOTES

1. ALL DEVICES AND WIRING NOT IDENTIFIED AS "BY OTHERS" SHALL BE PROVIDED BY MANUFACTURER.
2. MCC SHOWN IS REPLACING AN EXISTING MCC. IT IS IMPORTANT TO MAINTAIN BUCKET LOCATIONS TO REDUCE CABLE SPLICES ON EXISTING CABLES.

REVISION NO. 0

NO.		DATE	REVISION		DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION							
WYNOOCHEE DAM POWER SYSTEM UPGRADE MCC CQ2 AND PANEL CR2 LAYOUT							
SUBMITTED <							



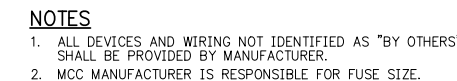
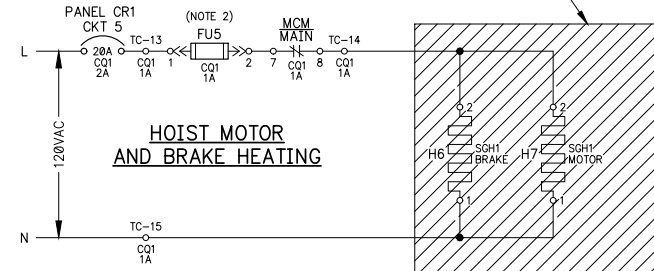
BUCKET	NAMEPLATE/SERVING	BREAKER	PHASE	POLE	VOLTAGE	NOTES
1A	SLUICE GATE RELAY CONTROL PANEL (SGC)	—	—	—	480VAC	RELAYS AND TERMINAL BLOCKS
1E	SUMP PUMP 1 (SP1)	15A	3	3	480VAC	HCMP BREAKER, COMBINATION FVNR STARTER SIZE 1
1G	SUMP PUMP 2 (SP2)	15A	3	3	480VAC	HCMP BREAKER, COMBINATION FVNR STARTER SIZE 1
1J	RECEPTACLE (REC)	30A	3	3	480VAC	THERMAL MAGNETIC BREAKER ONLY
1K	OUTLET GATES XFMR T6 & T7	40A	3	3	480VAC	THERMAL MAGNETIC BREAKER ONLY
1L	SPARE	20A	3	3	480VAC	THERMAL MAGNETIC BREAKER ONLY
1M	SPACE	—	—	—	—	—
2A	SLUICE GATE 1 (SG1)	50A	3	3	480VAC	HCMP BREAKER, COMBINATION STARTER SIZE 2, RELAY
2D	SLUICE GATE 2 (SG2)	50A	3	3	480VAC	HCMP BREAKER, COMBINATION STARTER SIZE 2, RELAY
2G	DECK WASH WATER PUMP (DWP)	30A	3	3	480VAC	HCMP BREAKER, COMBINATION STARTER SIZE 2, RELAY
2K	AIR COMPRESSOR (AC1)	20A	3	3	480VAC	THERMAL MAGNETIC BREAKER ONLY
2L	SPARE	15A	3	3	480VAC	HCMP BREAKER COMBINATION FVNR STARTER SIZE 1
3A	MCC MAIN CIRCUIT BREAKER (MCB)	100A	3	3	480VAC	THERMAL MAGNETIC BREAKER ONLY, BACK FED
3C	120/240V PANEL (CR3)	—	1	2	240VAC	100A, 1Ø, 3W, 18CKT PANEL, BOND NEUTRAL AT PANEL
3G	SPARE	20A	3	3	480VAC	HCMP BREAKER COMBINATION FVNR STARTER SIZE 1
3J	TRANSFORMER (TC3) PRIMARY BREAKER CB1 SECONDARY BREAKER CB2	PRI: 50A SEC: 60A	1	2	480VAC 240VAC	10kVA 1Ø 3W 480VAC–120/240VAC

PANEL SCHEDULE

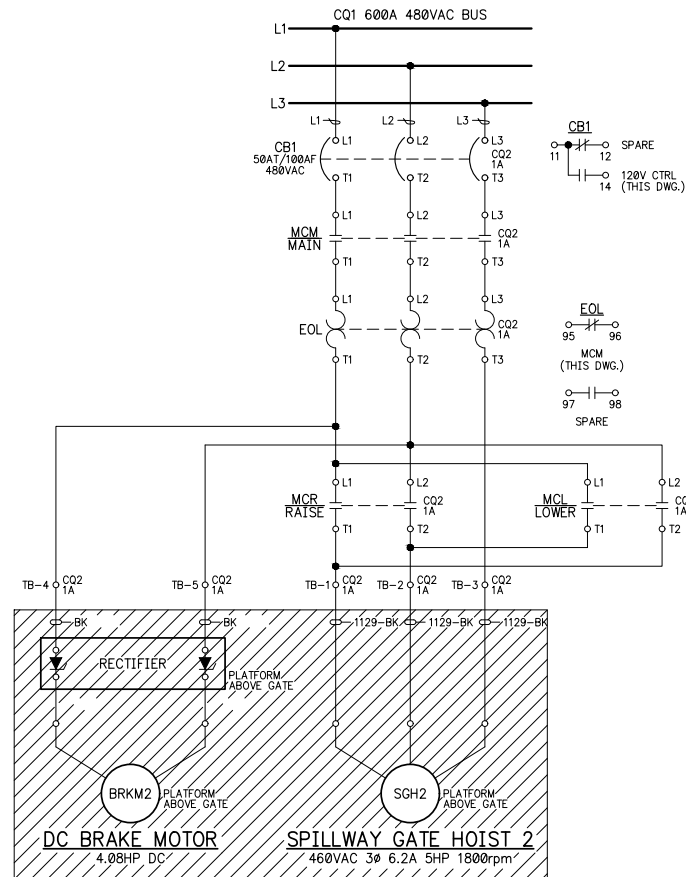
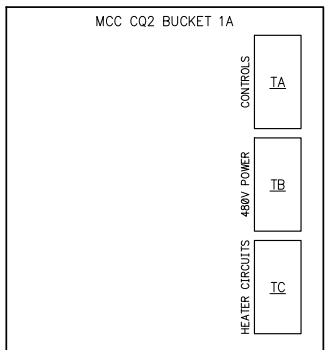
LOCATION: MCC CQ3				120/240 VOLTS		1 PHASE 3 WIRE		
SERVING: 120/240V LOADS				100 AMP MAINS		W/MAIN LUG ONLY		
CKT NO.	LOAD DESCRIPTION	KVA	TRIP AMPS		TRIP AMPS	KVA	LOAD DESCRIPTION	CKT NO.
1	AIR COMPRESSOR CONTROL POWER (BY OTHERS)	0.10	20/1P		20/1P	—	SPARE	2
3	DECK WASH PUMP CONTROL POWER (SKE-DWP-S)	0.10	20/1P		20/1P	0.20	SLUICE GATE HYDRAULIC CTRL POWER (SKE-SG1&2-S2)	4
5	SLUICE GATE CONTROL POWER (SKE-SG1&2-S1)	0.20	20/1P		20/1P	0.20	EMERGENCY SLUICE GATE CTRL PWR (SKE-SG1&2-S3)	6
7	SPARE	—	20/1P		20/1P	0.20	SLUICE GATE REMOTE CTRL PWR (SKE-SG1&2-S3)	8
9	SYNCHRO INDICATORS POWER (SKE-SG1&2-S3)	0.50	20/1P		20/1P	—	SPARE	10
11	SUMP PUMP CONTROL POWER (SKE-SP1&2-S)	0.50	20/1P		20/1P	0.50	FIRE PUMP CONTROL POWER (BY OTHERS)	12
13	SPARE	—	20/1P		20/1P	—	SPARE	14
15	SPARE	—	20/2P		20/2P	—	SPARE	16
17								18

1. ALL DEVICES AND WIRING NOT IDENTIFIED AS "BY OTHERS" SHALL BE PROVIDED BY MANUFACTURER.
2. MCC SHOWN IS REPLACING AN EXISTING MCC. IT IS IMPORTANT TO MAINTAIN BUCKET LOCATIONS TO REDUCE CABLE SPLICES ON EXISTING CABLES.

SU.	DATE	REVISION			DRAWN	CHECKED	STAMPED		
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION									
WYNOOCHEE DAM POWER SYSTEM UPGRADE MCC CQ3 AND CR3 LAYOUT									
SUBMITTED 					DRAWN AMV		STAMPED		
					DATE		NOT TO SCALE		
APPROVED					DRAWING NO. SKE-CQ3-P				



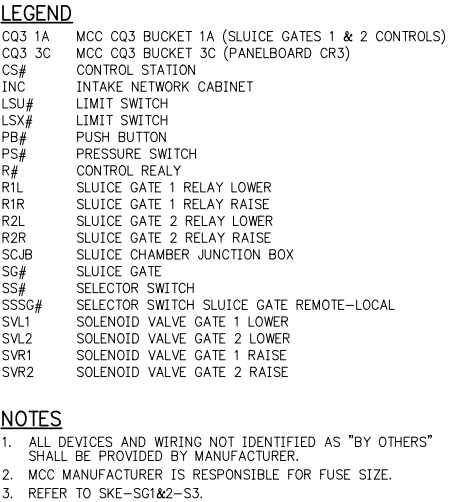
NO.	DATE	REVISION	DRAWN	CHECKED	STAMPED
<p align="center">CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION</p>					
<p align="center">WYNOOCHEE DAM SPILLWAY GATE HOIST 1 (SGH1) CONTROL SCHEMATIC DIAGRAMS</p>					
SUBMITTED			DRAWN		STAMPED
			AMV		
			DATE		
APPROVED			DRAWING NO.		
			SKE-SGH1-S		



CQ2 1A	MCC CQ2 BUCKET 1A (SPILLWAY GATE HOIST 2)
CQ2 2A	MCC CQ2 BUCKET 2A (PANELBOARD CR2)
CS2	CONTROL STATION 2
EOL	ELECTRONIC OVERLOAD RELAY
H#	HEATER
LSA	LIMIT SWITCH OVERTRAVEL CLOSED
LSB	LIMIT SWITCH CLOSED
LSC	LIMIT SWITCH 3" UP
LSD	LIMIT SWITCH RAISED
LSE	LIMIT SWITCH OVERTRAVEL RAISED
LSR#	LIMIT SWITCH 1FT INCREMENTS STOP
MCL	MOTOR CONTACTOR LOWER
MCM	MOTOR CONTACTOR MAIN
MCR	MOTOR CONTACTOR RAISE
PB#	PUSH BUTTON
R1	RELAY
T#	THERMOSTAT
SGH#	SPILLWAY GATE HOIST

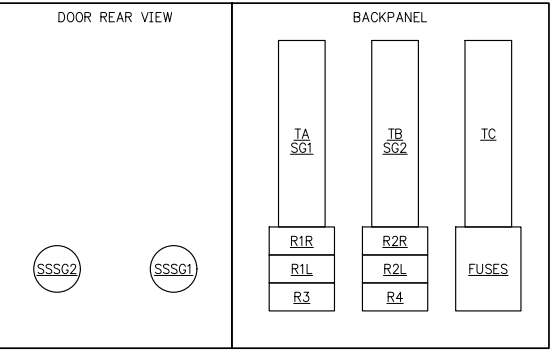
1. ALL DEVICES AND WIRING NOT IDENTIFIED AS "BY OTHERS" SHALL BE PROVIDED BY MANUFACTURER.
2. MCC MANUFACTURER IS RESPONSIBLE FOR FUSE SIZE.

NO.	DATE	REVISION	DRAWN	CHECKED	STAMPED
<p align="center">CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION</p>					
<p align="center">WYNOOCHEE DAM SPILLWAY GATE HOIST 2 (SGH2) CONTROL SCHEMATIC DIAGRAMS</p>					
SUBMITTED		DRAWN		STAMPED	
		AMV			
		DATE			
APPROVED		DRAWING NO.			
		SKE-SGH2-S			

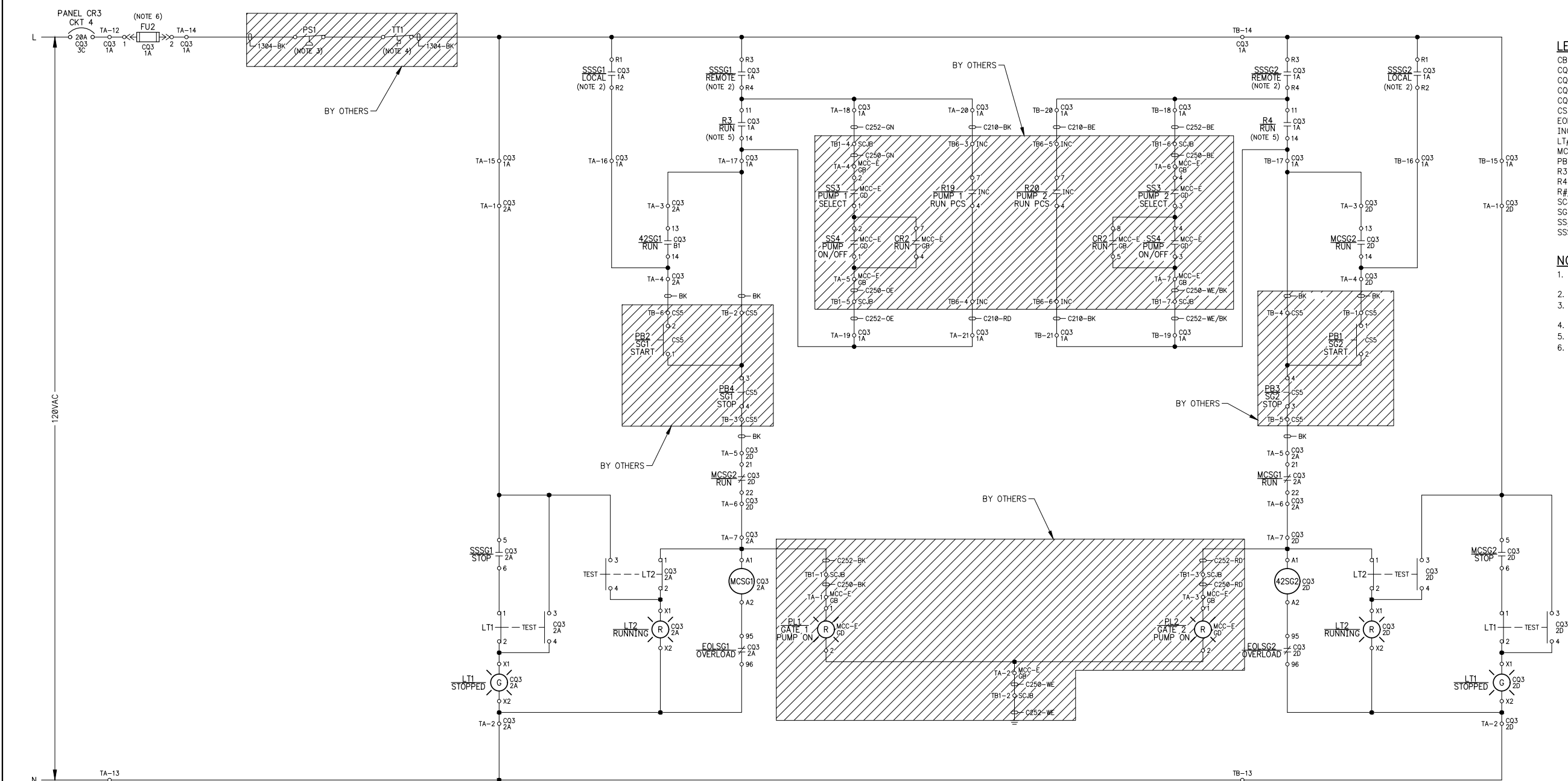


<h1 style="text-align: center;">SSG2</h1> <h2 style="text-align: center;">LOCAL/REMOTE MAINTAINED CONTACT</h2>			
CONTACTS	POSITION		DRAWING
	LOCAL	REMOTE	
L10— — —O L2	X		THIS DWG
L30— — —O L4		X	THIS DWG
R10— — —O R2	X		SKE-SG1&2-S2
R30— — —O R4		X	SKE-SG1&2-S2
R50— — —O R6	X		SPARE
R70— — —O R8		X	SPARE

X = CONTACT CLOSED

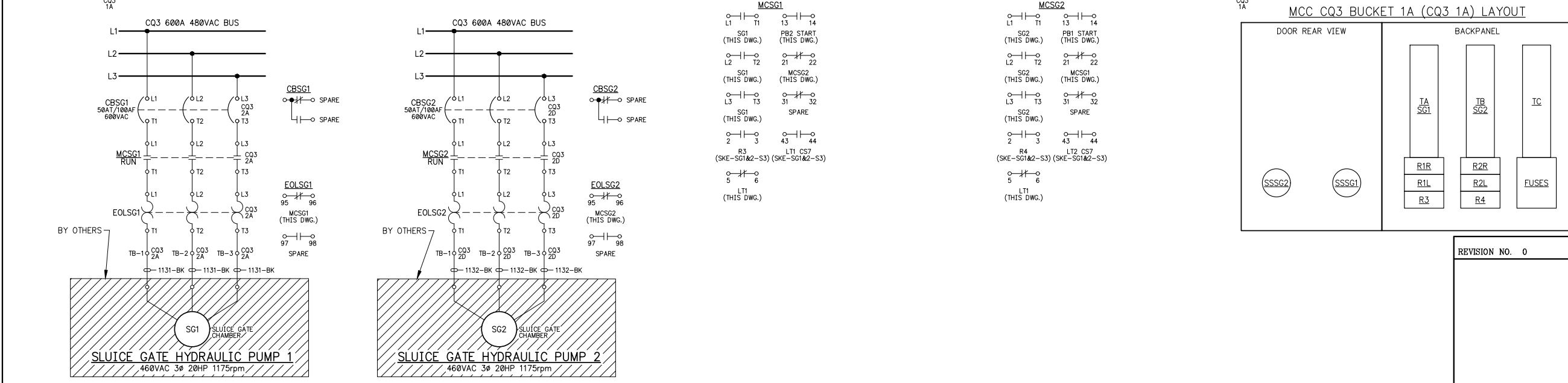


NO.	DATE	REVISION	DRAWN	CHECKED	STAMPED
<p align="center">CITY OF TACOMA</p> <p align="center">DEPARTMENT OF PUBLIC UTILITIES</p> <p align="center">LIGHT DIVISION</p>					
<p align="center">WYNOOCHEE DAM</p> <p align="center">SLUICE GATES 1 & 2</p> <p align="center">(SG1 & SG2) CONTROL</p> <p align="center">SCHEMATIC DIAGRAM</p>					
SUBMITTED 			DRAWN AMV		STAMPED
			DATE		
APPROVED 			DRAWING NO.		
			SKE-SG1&2-S1		

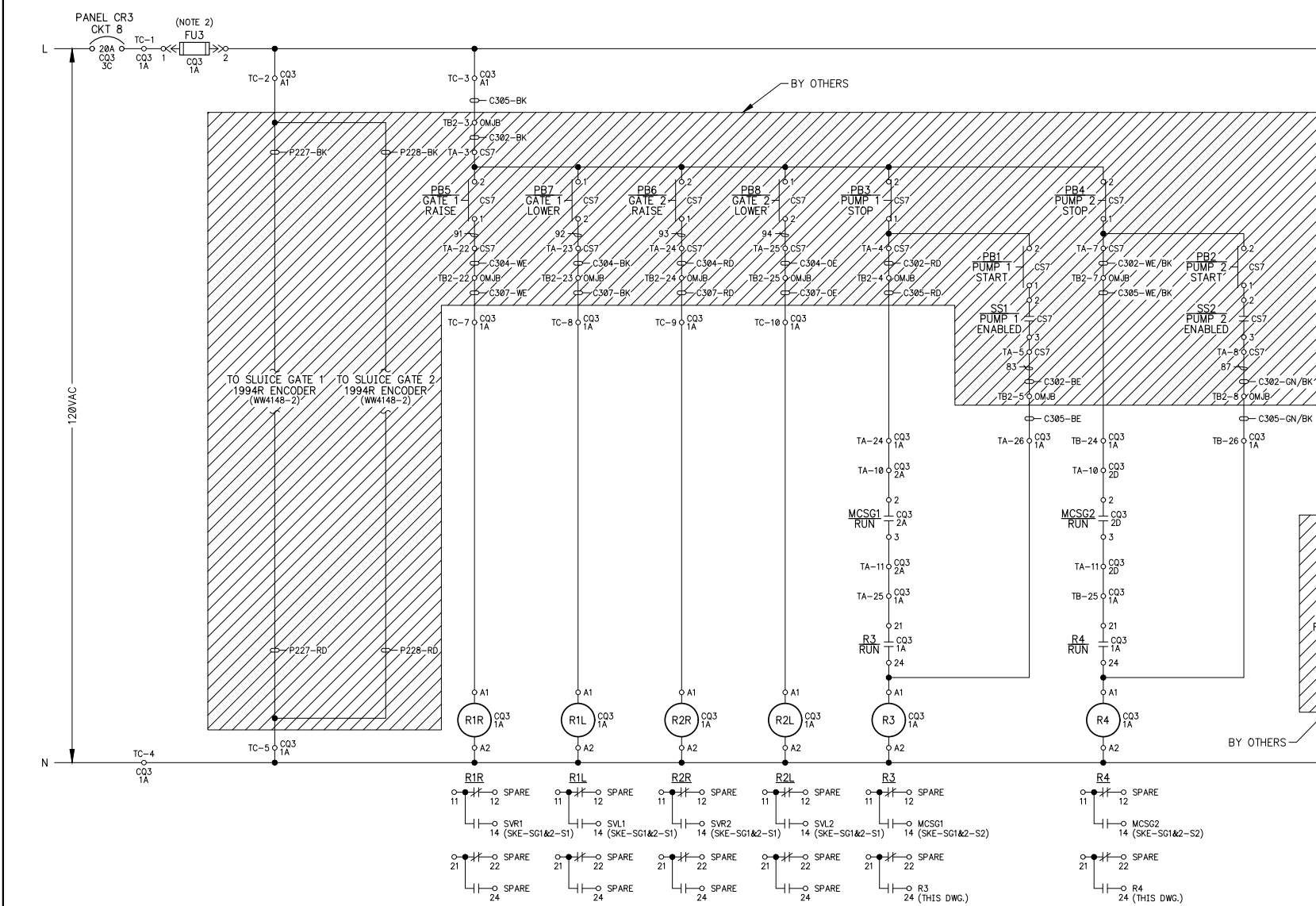


- LEGEND**
- CBSG# MCC BUCKET MAIN CIRCUIT BREAKER
CQ3 1A MCC CQ3 BUCKET 1A (SLUICE GATES 1 & 2 CONTROLS)
CQ3 2A MCC CQ3 BUCKET 2A (SLUICE GATES 1)
CQ3 2D MCC CQ3 BUCKET 2D (SLUICE GATES 2)
CQ3 3C MCC CQ3 BUCKET 3C (PANELBOARD CR3)
CS# CONTROL STATION
EOLSG# ELECTRONIC OVERLOAD RELAY
INC INTAKE NETWORK CABINET
LT#/PL# INDICATION LIGHT
MCSG# MOTOR CONTACTOR
PB# PUSH BUTTON
R3 SLUICE GATE 1 RUN RELAY
R4 SLUICE GATE 2 RUN RELAY
R#/CR# CONTROL REALY
SCJB SLUICE CHAMBER JUNCTION BOX
SG# SLUICE GATE
SS# SELECTOR SWITCH
SSSG# SELECTOR SWITCH

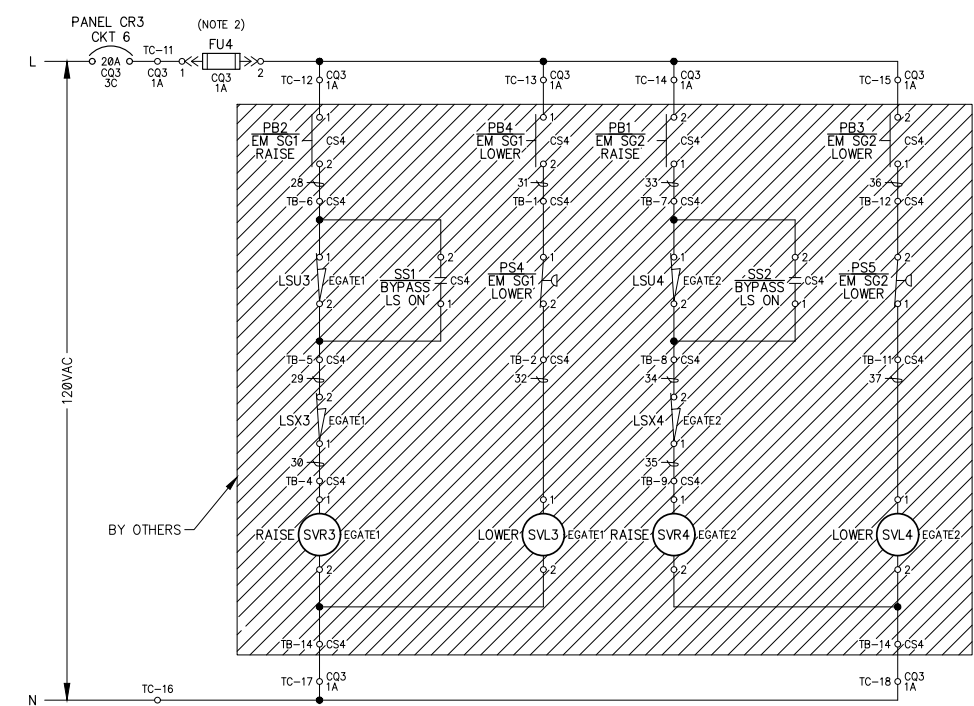
- NOTES**
1. ALL DEVICES AND WIRING NOT IDENTIFIED AS "BY OTHERS" SHALL BE PROVIDED BY MANUFACTURER.
 2. CONTACT DEVELOPMENT TABLE SHOWN ON SKE-SG1&2-S1.
 3. HIGH PRESSURE SWITCH PS1 LATCHES WHEN OPERATES, AND MUST BE MANUALLY RESET.
 4. HIGH OIL TEMPERATURE SWITCH TT1 RESETS AUTOMATICALLY.
 5. RELAY COIL FOUND ON SKE-SG1&2-S3.
 6. MCC MANUFACTURER IS RESPONSIBLE FOR FUSE SIZE.



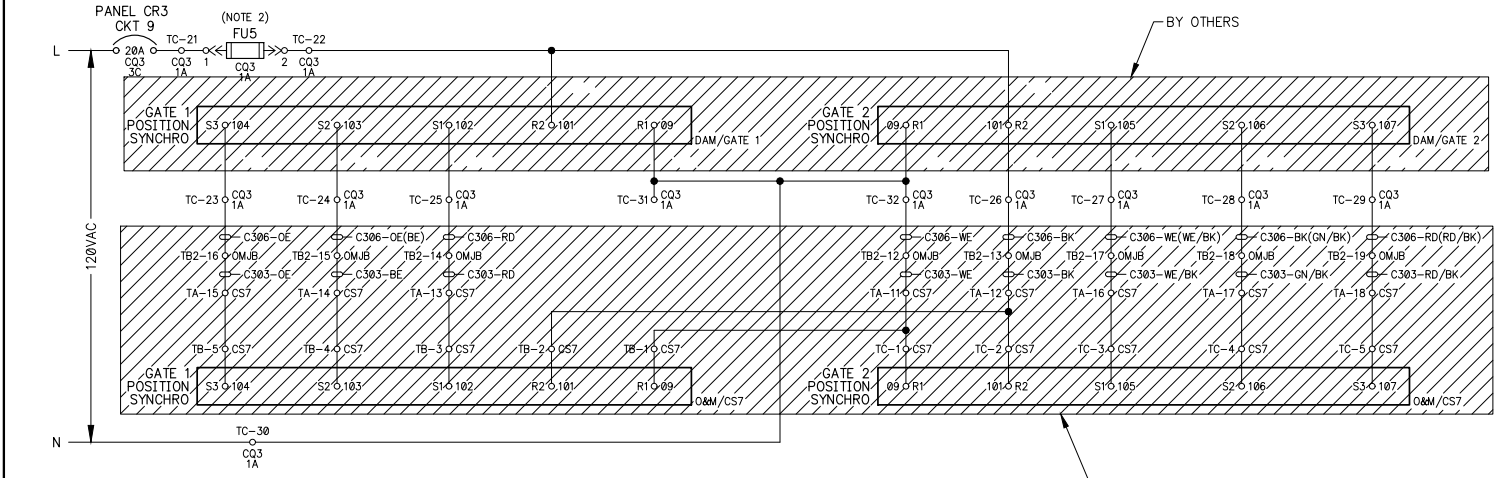
NO.	DATE	REVISION	DRAWN	CHECKED	STAMPED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
WYNOOCHEE DAM SLUICE GATES 1 & 2 (SG1 & SG2) CONTROL SCHEMATIC DIAGRAM					
SUBMITTED			DRAWN		
			AMV		
			DATE		
APPROVED			DRAWING NO.		
			SKE-SG1&2-S2		



SLUICE GATE HYDRAULIC PUMP REMOTE CONTROL SCHEMATIC



EMERGENCY SLUICE GATE HYDRAULIC PUMP CONTROL SCHEMATIC



SERVICE GATE SYNCHRO INDICATORS CONTROL SCHEMATIC

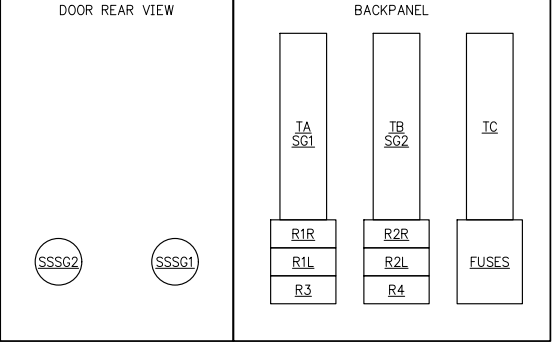
LEGEND

- CO3 1A MCC CO3 BUCKET 1A (SLUICE GATES 1 & 2 CONTROLS)
- CO3 2A MCC CO3 BUCKET 2A (SLUICE GATES 1)
- CO3 2D MCC CO3 BUCKET 2D (SLUICE GATES 2)
- CO3 3C MCC CO3 BUCKET 3C (PANELBOARD CR3)
- CS# CONTROL STATION
- EGATE1 EMERGENCY SLUICE GATE 1
- EGATE2 EMERGENCY SLUICE GATE 2
- LSU# LIMIT SWITCH
- LSX# LIMIT SWITCH
- MCSG# MOTOR CONTACTOR
- OMJB O & M BUILDING JBOX
- PB# PUSH BUTTON
- R1L SLUICE GATE 1 LOWER RELAY
- R1R SLUICE GATE 1 RAISE RELAY
- R2L SLUICE GATE 2 LOWER RELAY
- R2R SLUICE GATE 2 RAISE RELAY
- R3 SLUICE GATE 1 RUN RELAY
- R4 SLUICE GATE 2 RUN RELAY
- SCJB SLUICE CHAMBER JUNCTION BOX
- SG# SLUICE GATE
- SSSG# SELECTOR SWITCH
- SVL3 SOLENOID VALVE EMERGENCY GATE 1 LOWER
- SVL4 SOLENOID VALVE EMERGENCY GATE 2 LOWER
- SVR3 SOLENOID VALVE EMERGENCY GATE 1 RAISE
- SVR4 SOLENOID VALVE EMERGENCY GATE 2 RAISE

NOTES

- ALL DEVICES AND WIRING NOT IDENTIFIED AS "BY OTHERS" SHALL BE PROVIDED BY MANUFACTURER.
- MCC MANUFACTURER IS RESPONSIBLE FOR FUSE SIZE.

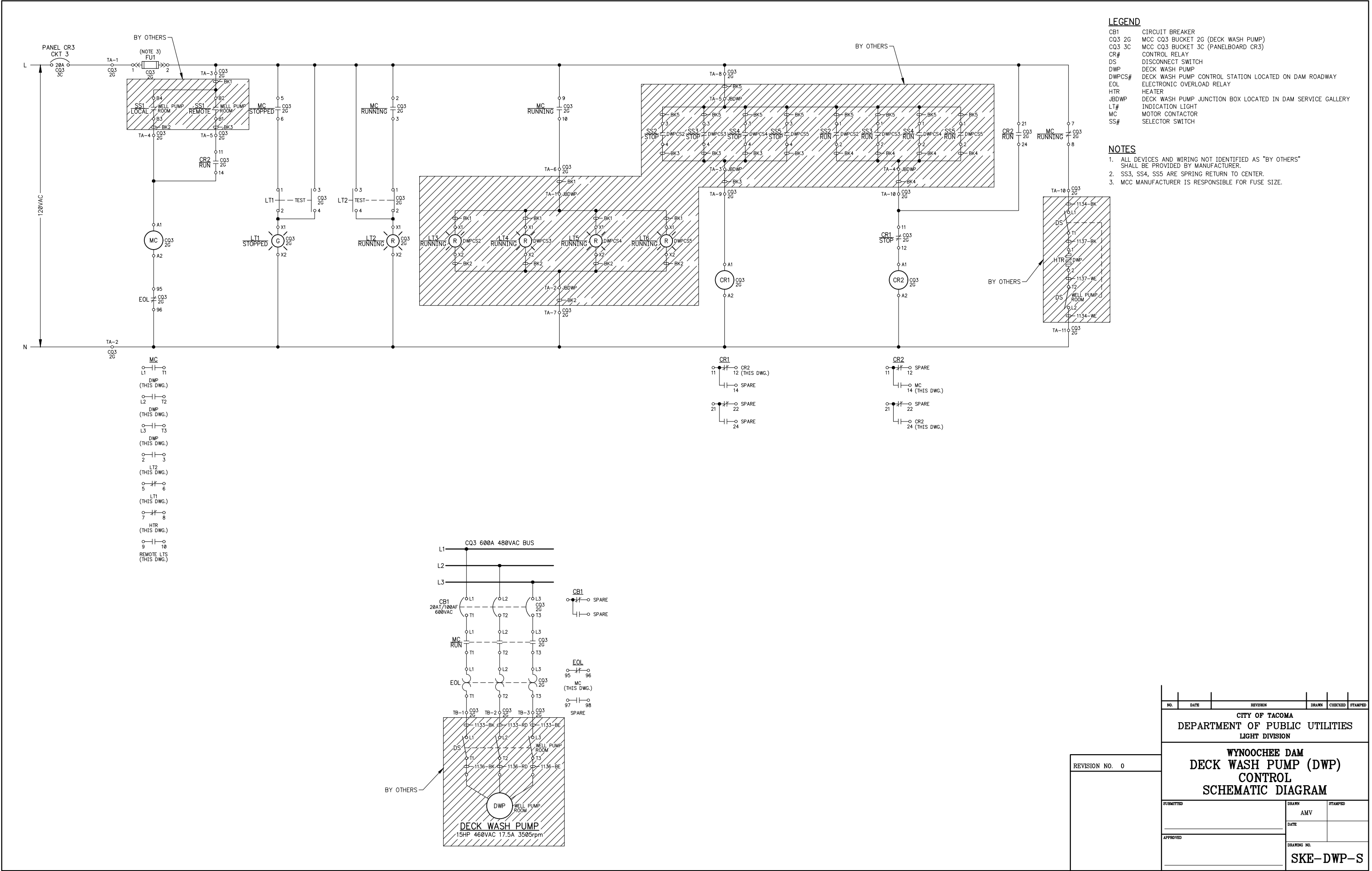
MCC CO3 BUCKET 1A (CO3 1A) LAYOUT

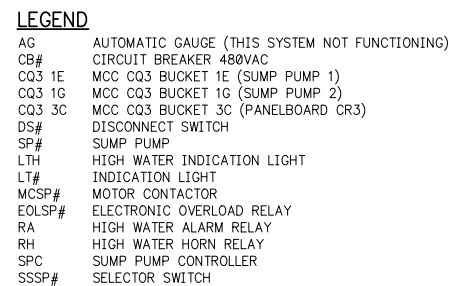
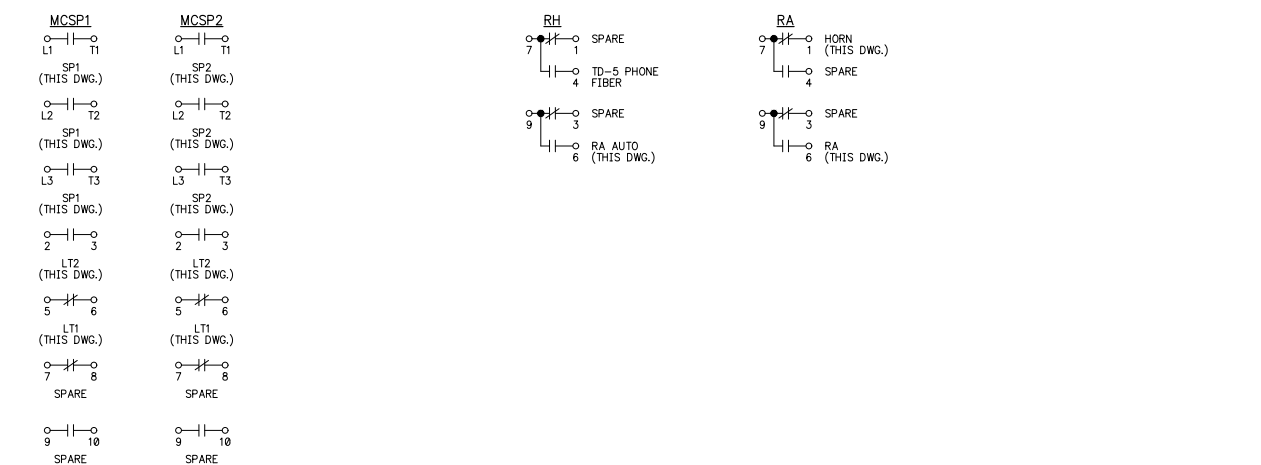


CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
LIGHT DIVISION

WYNOCHEE DAM
SLUICE GATES 1 & 2
(SG1 & SG2) CONTROL
SCHEMATIC DIAGRAM

NO.	DATE	REVISION	DRAWN	CHECKED	STAMPED
SUBMITTED					
APPROVED					
REVISION NO. 0			DRAWING NO.		
			SKE-SG1&2-S3		





1. ALL DEVICES AND WIRING NOT IDENTIFIED AS "BY OTHERS" SHALL BE PROVIDED BY MANUFACTURER.
2. MCC MANUFACTURER IS RESPONSIBLE FOR FUSE SIZE.

FILED IN: C:\Users\avasilyuk\OneDrive - City of Tacoma\Documents\My Documents\Wynoochee\MCC REPLACEMENT - KAREN\DRAWINGS\RFP SKETCHES\Final\SKE-SP1&2-S.dwg SAVED: avasilyuk 10/8/2020 9:44 AM PLOTTED: Vasilyuk, Alex 10/8/2020 9:58 AM

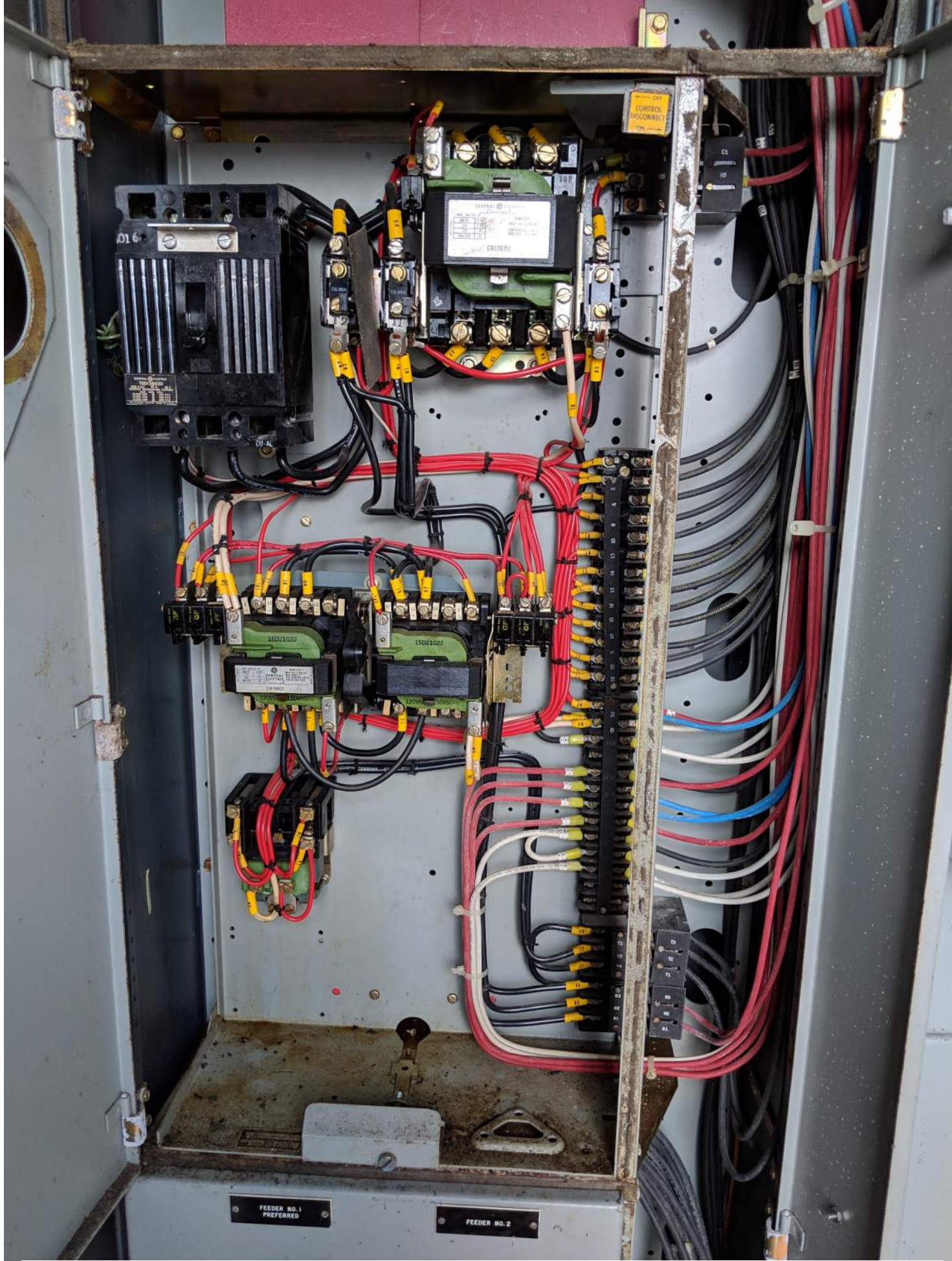


Figure 1.1-Existing CQ1 Spillway Gate Hoist 1

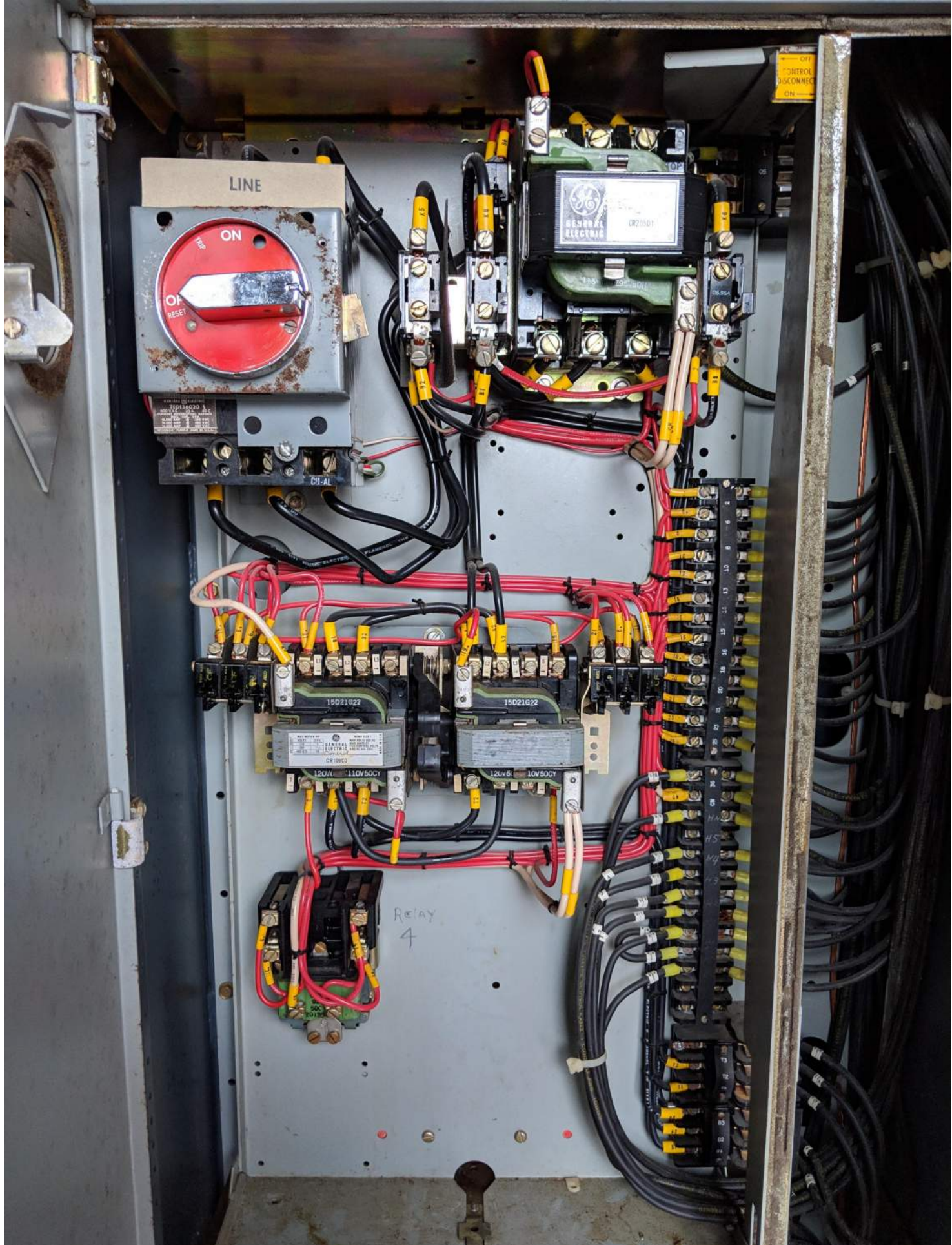


Figure 2.1-Existing CQ2 Spillway Gate Hoist 2

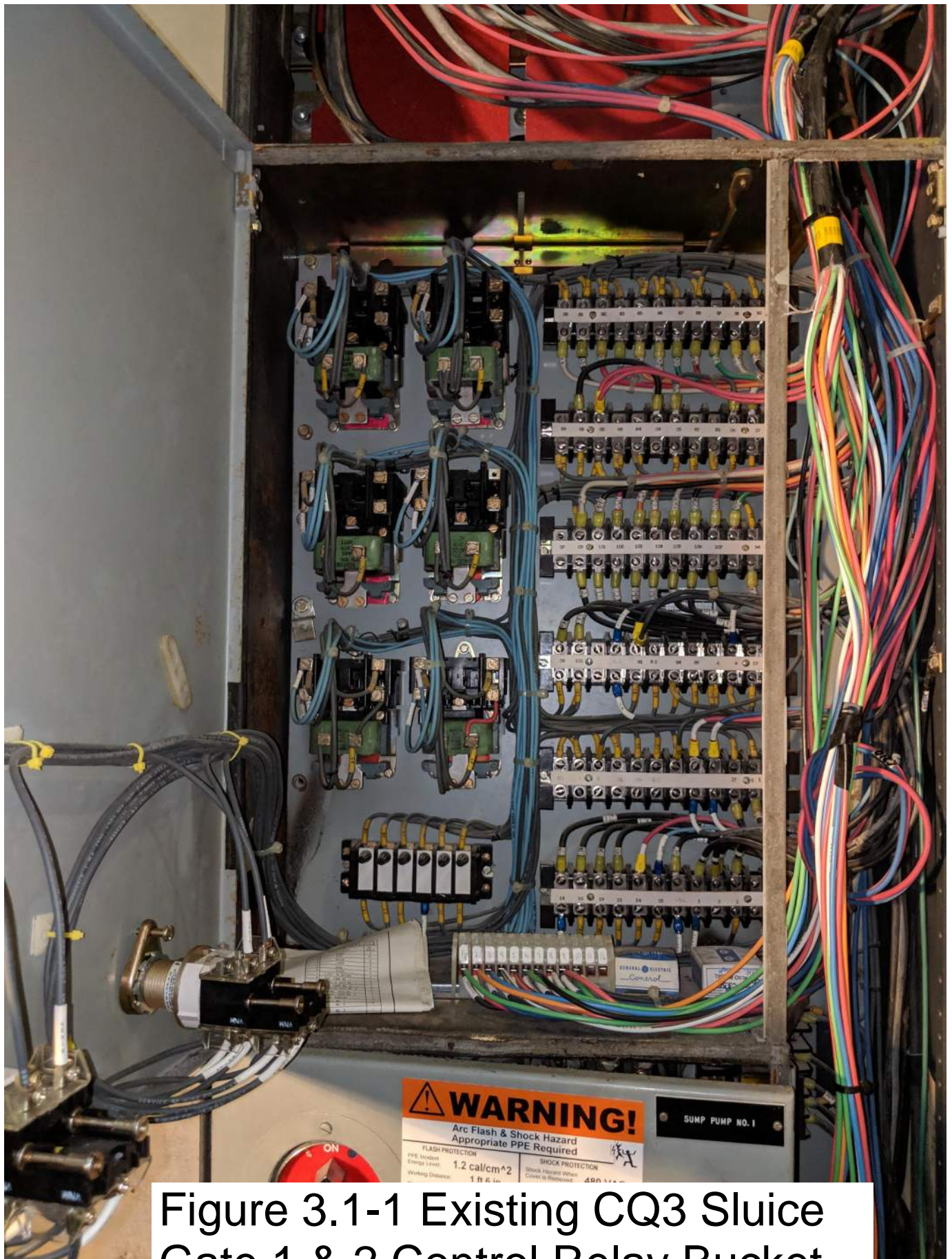


Figure 3.1-1 Existing CQ3 Sluice Gate 1 & 2 Control Relay Bucket



Figure 3.1-2 Existing CQ3 Sluice Gate 1 & 2 Control Relay Bucket

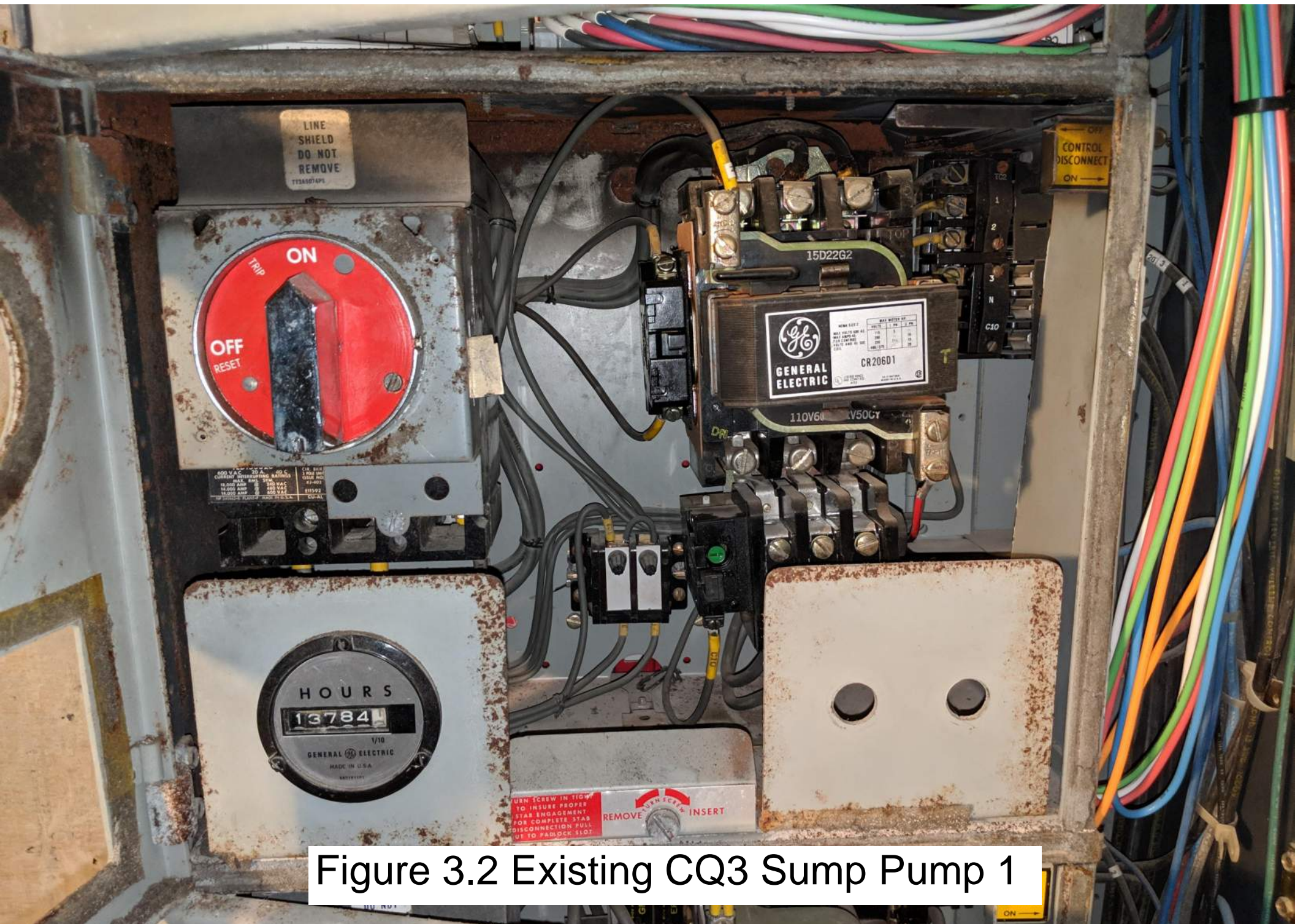


Figure 3.2 Existing CQ3 Sump Pump 1

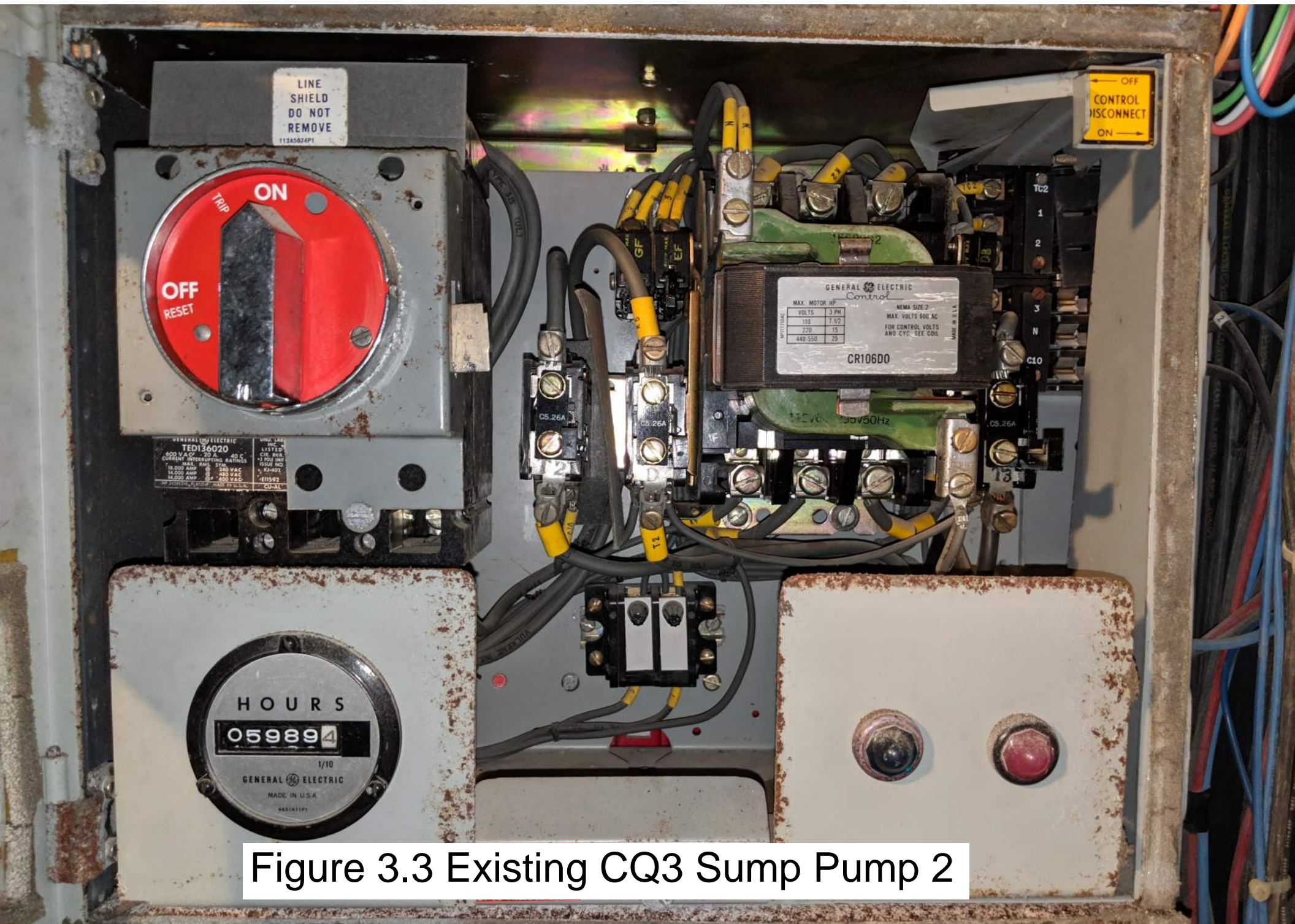


Figure 3.3 Existing CQ3 Sump Pump 2

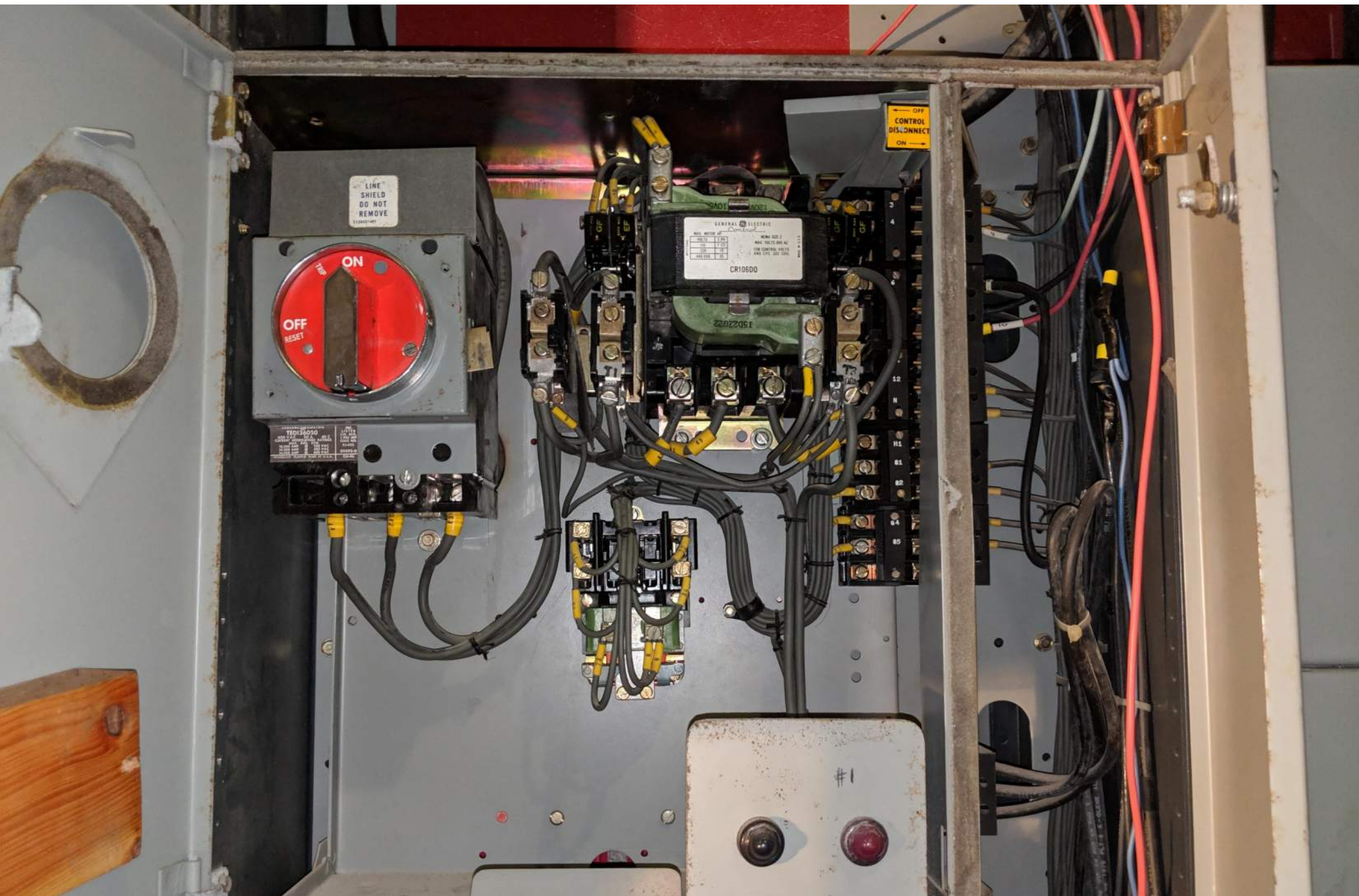


Figure 3.4 Existing CQ3 Sluice Gate Hydraulic Pump 1

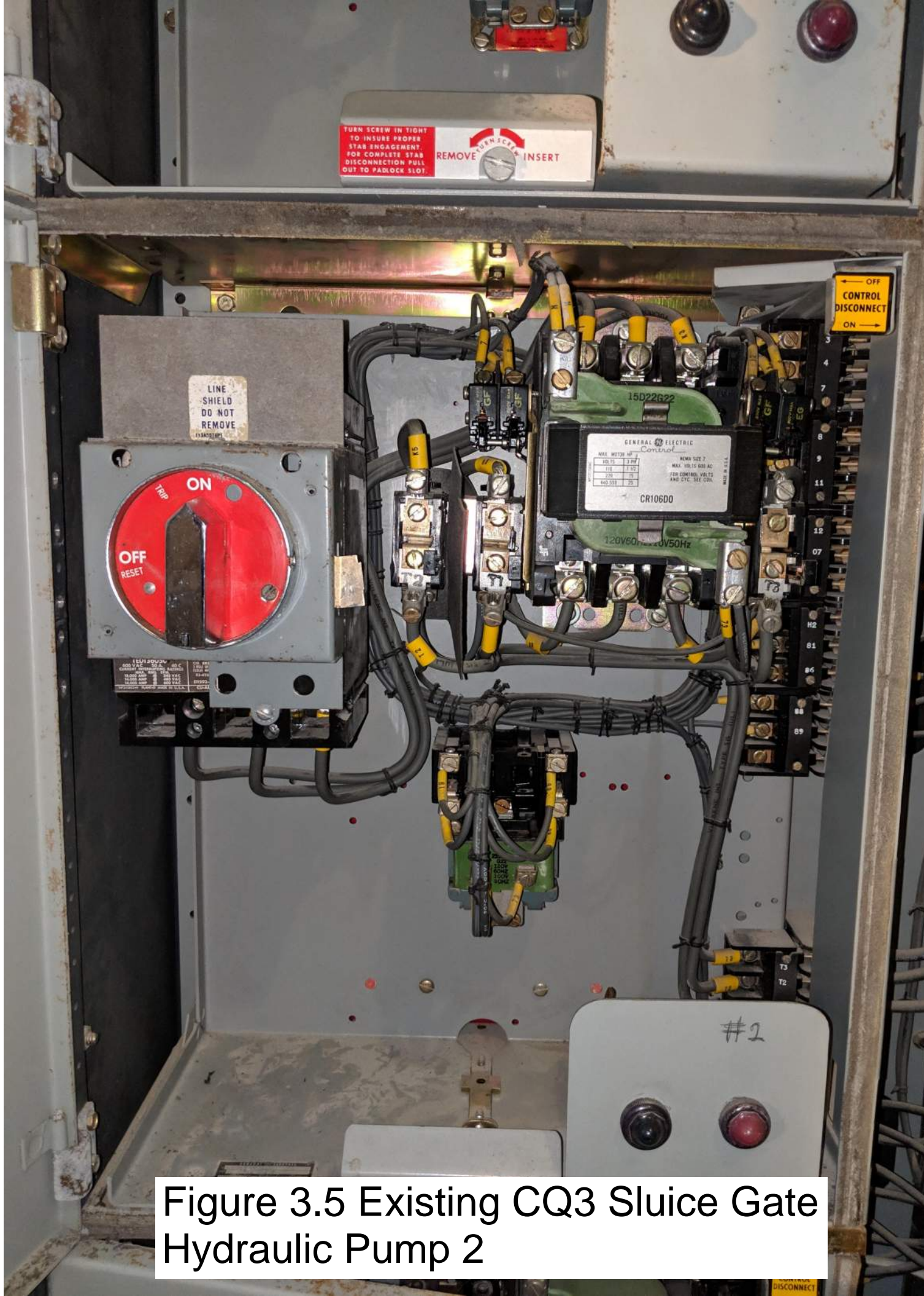


Figure 3.5 Existing CQ3 Sluice Gate Hydraulic Pump 2

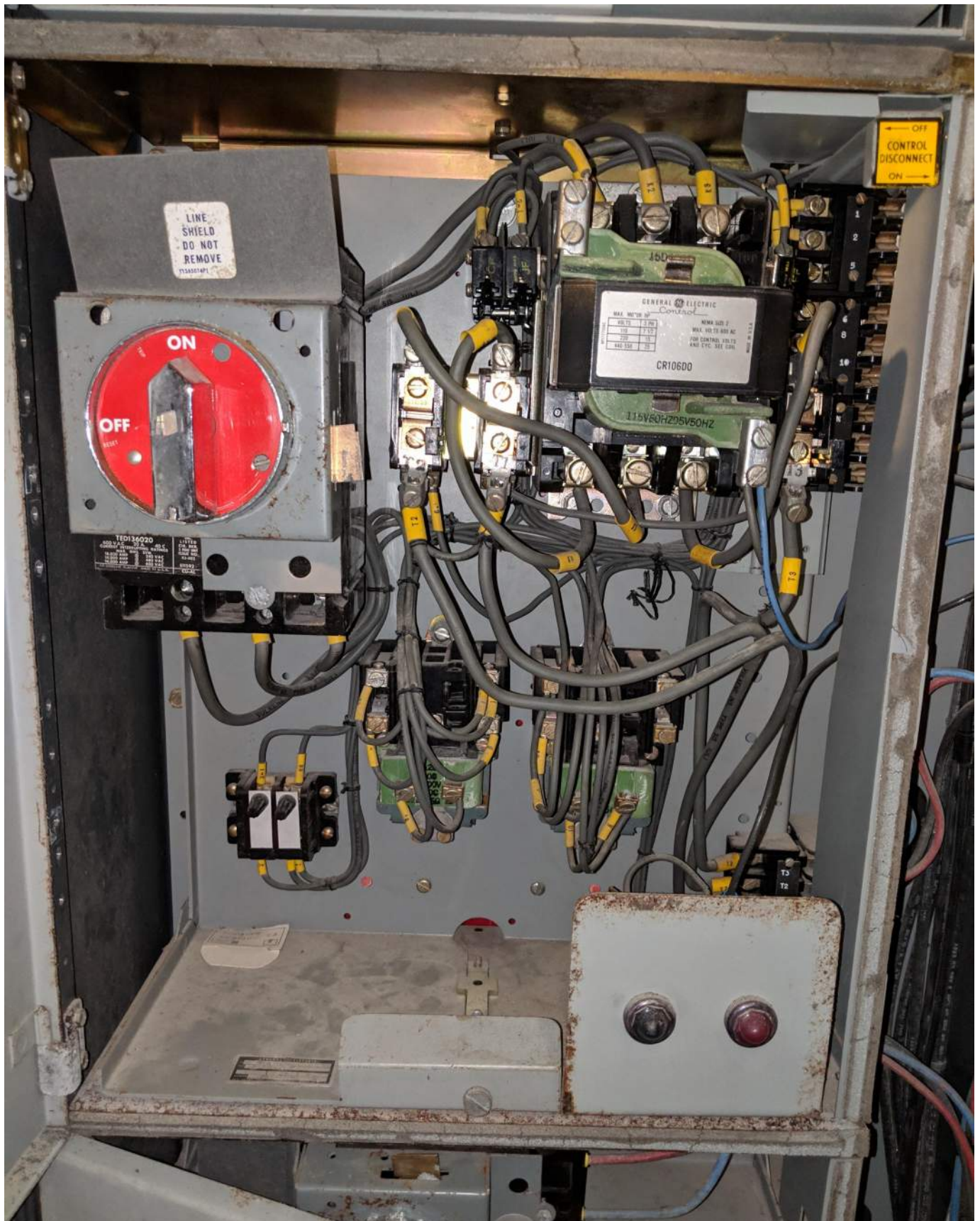


Figure 3.6 Existing CQ3 Deck Wash Water Pump

APPENDIX A

Signature Page

Price Proposal Form

Proposal Notice

Contractors Record of Prior Contracts

Spare Parts List

Certificate of Insurance Requirements

Sample Contract

Standard Terms and Conditions

Equity in Contracting Regulations

SIGNATURE PAGE

CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten and must be 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.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration North Building, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Proposal page near the beginning of the specification for additional details.**

REQUEST FOR PROPOSAL SPECIFICATION NO. PG20-0251F Wynoochee Dam Electrical Power System Upgrade

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

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 (if applicable)
(See Ch. 18.27, R.C.W.)

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL

 Name of Bidder
PRICE PROPOSAL FORM

	<u>QUANTITY</u>	<u>BID UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>ITEM 1</u> 480VAC MCC CQ1	1	EA	\$ _____	\$ _____
<u>ITEM 2</u> 480VAC MCC CQ2	1	EA	\$ _____	\$ _____
<u>ITEM 3</u> 480VAC MCC CQ3	1	EA	\$ _____	\$ _____

Delivered pricing F.O.B. Destination, Freight Pre-paid and Allowed per Specification

TOTAL ITEMS 1 + 2 + 3 \$ _____

****Sales Tax @ _____** \$ _____

(Note Paragraph 1.38 of the Standard Terms and Conditions)

TOTAL AMOUNT \$ _____

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED.

Name of Bidder

**PROPOSAL
NOTICE**

All attachments of "Standard Terms and Conditions" or letters modifying the Proposal shall be referenced on this page under the appropriate headings or they will not be considered a part of the Proposal.

Bidder's Statement of Delivery Time:

Bidder's Statement of Price Guarantee:

(ONLY FIRM PRICES WILL BE ACCEPTED)

Manufacturer's/Bidder's Guarantees and/or Warranties of Material or Equipment:

State Whether Exception "IS" or "IS NOT" Taken to this Specification. Itemize any exceptions taken*

***NOTE:** The City cannot legally accept a substantial deviation from these specifications. Bids containing any substantial deviation will be rejected as non-responsive.

Where the bidder indicates that exception is not taken to this specification, but then attaches non-conforming warranties or other modifications to the specification, it is then agreed that the bidder warrants that where the specification deviates from the attachment, the bidder will perform to the highest standard indicated.

CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

[illegible]

REMARKS: _____

 Name of Bidder

Selection of spare parts by the City may include all, none, or any combination of the parts listed. Any special tools required to maintain the circuit breakers shall also be listed on the Spare Parts and Special Tools form. Quantities listed by vendor are for evaluation purposes only.

SPARE PARTS AND SPECIAL TOOLS

ITEM	QTY	BID UNIT	UNIT COST	TOTAL COST	REQD FOR MAINT
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	
			\$ _____	\$ _____	

TOTAL AMOUNT FOR SPARE PARTS AND SPECIAL TOOLS \$ _____



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

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

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

4.2 Workers' Compensation

4.2.1 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.

4.3 Employers' Liability Insurance



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

4.4 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.

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of ,20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("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. Enter Spec Number and Enter 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. Enter Spec Number and Enter Spec Title.
3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

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

- II. 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.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.
- V. 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.
- VI. 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.
- VII. 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 these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- VIII. 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.

- 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.
- X. 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:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.01 SUPPLIER / CONTRACTOR

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

1.02 SUBMITTAL

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.03 FORMS OF SUBMITTAL

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.04 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

1.05 LICENSES/PERMITS

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means 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, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

- A. Suppliers warrant that all items, including services, as applicable:
 - 1. Are merchantable.
 - 2. Comply with the City's latest drawings and specifications.
 - 3. Are fit for the City's intended use.
 - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
 - 5. Are new and unused unless otherwise stated.
 - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
 - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.13 SUBMITTAL IS NON-COLLUSIVE

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 PARTNERSHIPS

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier's Submittal in order to provide responses to all sections in a single submission; however, each Supplier's participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

- A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
 - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
 - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

Any Supplier who refuses to enter into a Contract after it has been awarded to the Supplier will be in breach of the agreement to enter the Contract, and Supplier's certified or cashier's check or bid bond, if any, shall be forfeited.

1.24 LEGAL HOLIDAYS

- A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January

Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

- B. When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

1.27 TERMINATION AND SUSPENSION

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.29 SCOPE OF SERVICES

Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

Unless otherwise stated, the services and/or work contracted for herein exclude public work and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
 - 1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
 - 2. 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
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages 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 must be received or verified by the City prior to final Contract payment.

1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City 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 government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.

- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.
- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include

complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.37 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.38 TAXES

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
 - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
 - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
 - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

1.39 COMPENSATION

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.40 PAYMENT TERMS

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

1.41 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:

1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
4. Check or other cash equivalent. Standard terms are net 30 for this payment method.

- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers 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.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.42 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

1.43 INDEPENDENT CONTRACTOR STATUS

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

1.46 FEDERAL AID PROJECTS

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

1.47 REPORTS, RIGHT TO AUDIT, PERSONNEL

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.48 INSURANCE

- A. During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. 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 these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.49 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in

connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

B. These indemnifications shall survive the termination of a Contract.

1.50 CONFLICT OF INTEREST

No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of Contract subjecting the Contract to termination.

1.51 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.52 DUTY OF CONFIDENTIALITY

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract, Supplier shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

1.53 DISPUTE RESOLUTION

In the event of a dispute pertaining to a Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate.

1.54 GOVERNING LAW AND VENUE

- A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.
- B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

1.55 ASSIGNMENT

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

1.56 WAIVER

A waiver or failure by either party to enforce any provision of the contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of the Contract.

1.57 SEVERABILITY AND SURVIVAL

If any term, condition or provision herein or incorporated by reference is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

1.58 NO CITY LIABILITY

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.59 SIGNATURES

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

CHAPTER 1.07

EQUITY IN CONTRACTING

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

- A. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- B. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- C. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.
- E. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

F. “Goals” means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

G. “MWBE Certified business” (or “MWBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

H. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.

I. “SBE Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

J. “Program Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

K. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

L. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

M. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

N. “Public Works (or “Public Works and Improvements”)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

O. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

P. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

Q. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

R. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

S. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

T. “Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
2. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)