



City of Tacoma, WA

TACOMA POWER
TRANSMISSION & DISTRIBUTION
REQUEST FOR BIDS
HIGH VOLTAGE CIRCUIT BREAKERS
SPECIFICATION NO. PT21-0458F





**City of Tacoma
Tacoma Power / Transmission & Distribution**

**REQUEST FOR BIDS PT21-0458F
High Voltage Circuit Breakers**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 11, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

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

Project Scope: The City of Tacoma, Tacoma Power is soliciting bids to establish a contract with a qualified supplier to fulfill the City's needs for High Voltage Circuit Breakers on an as-needed basis for three years, with the option to extend the contract for two additional one-year periods

Estimate: \$900,000 plus sales tax for a three-year period.

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

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

Federal Title VI Information:

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting 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.

Request for Bids

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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 may not be considered for award.

Please do not include the entire specification document with your submittal. Doing so may render your submittal as non-responsive.

Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda. See also Submittal Package Requirements on the next page.

Alternate proposals shall be submitted as separate bids and labeled as such.

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

The following items, in this order, make up your submittal package: <i><u>(Please do not include the entire specification document with your submittal.)</u></i>		
1	Signature Page including acknowledgement of any addenda (Appendix 3) This form is intended to serve as page 1 of your submittal. Do not alter it in any way or add to letterhead paper or present cover letters or blank pages ahead of it. The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.	
2	Price Proposal Form – no substitutions or alterations (Appendix 3)	
3	Proposal Items – Unit Price Adders and Spare Parts (Appendix 3)	
4	Proposal Data Sheets for each item (Appendix 3)	
5	Data Sheet - Failures	
6	Proposal Notice (Appendix 3)	
7	Record of Prior Contracts – no substitutions or alterations (Appendix 3)	
8	Factory Brochure, Data Sheets, and Assembly Description	
9	Confidential information identified and indexed as indicated on the next page	

- **Provide the bid response in electronic form via e-mail to bids@cityoftacoma.org . Include the specification number, specification title, and Respondent name and address.**

After award approval, the following documents will be required or issued:

1	Contract	
2	City of Tacoma business license, if applicable (Appendix C – See item 1.05 of the Standard Terms and Conditions)	

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 Standard Terms and Conditions (Appendix C).

SUBMITTAL PACKAGE REQUIREMENTS

Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address, and received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page or subsequent addenda.

SECTION 1 –SPECIAL PROVISIONS

1.1 SCOPE OF BID

1.1.1 PURPOSE

The City of Tacoma / Tacoma Public Utilities, Tacoma Power is soliciting bids to establish a contract with a qualified vendor to fulfill the City's need for high voltage circuit breakers on an as needed basis for up to five years.

The equipment shall be designed, manufactured, and tested in compliance with the latest revision of applicable ANSI, NEMA, and IEEE standards, unless otherwise specified. If a conflict between standards exists, the more stringent shall be applied. The equipment must meet the minimum requirements as to quality, function and capacity as outlined in this Specification.

Any and all design, procurement, engineering, testing and other services required of the Contractor to fulfill this specification shall be the sole responsibility of the Contractor and shall be included in the bid price.

This specification establishes a three (3) year supply contract for equipment, with the option to extend for two (2) additional years, F.O.B. destination, freight prepaid and allowed (included in unit price), within the Tacoma Power service area including Tacoma Power Hydroelectric Projects.

All items must be new and unused.

Quantities listed are estimates only and do not guarantee a specific volume or dollar amount.

Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the Specifications herein may be rejected.

Should a Contractor fail to meet quality and/or availability requirements contained in these Specifications, the City may move to terminate the contract with 10 days written notice.

Note that the provisions found in Section 1 and Section 2 will prevail over any conflicting provisions found in the Standard Terms and Conditions of this Specification (Appendix 4).

1.1.2 DEFINITIONS

For the purposes of this specification, the following definitions shall apply:

TERM	DEFINITION
RESPONDENT	A vendor offering a submittal to supply equipment in accordance with this Specification.
SPECIFICATION	This document detailing the scope of supply.
SUPPLIER or CONTRACTOR	The successful Respondent supplying equipment and/or services under this Specification.
SUBCONTRACTOR	Any supplier of parts, materials, and/or services to the Contractor or Supplier under this specification.
EQUIPMENT/MATERIAL	A fully functional piece of equipment/material supplied and tested in accordance with this Specification.
ITEM(S)	The specific equipment and/or services supplied by the Contractor or Supplier under this Specification.
MANUFACTURER	The original manufacturer of the equipment/material.
ENGINEER	The project engineer and/or City contact related to this Specification and subsequent contract.
CITY	The City of Tacoma, Department of Public Utilities, Tacoma Power.

1.1.3 RESPONDENT REQUIREMENTS

The Respondent shall be experienced in the design, manufacture, direct sale, warranty service and support of this type of material or equipment to electrical power utilities in the United States. The Respondent shall have a record of successful delivery and performance over the last 10 years or more to clients in the United States.

1.1.4 CONTRACT TERM

The initial contract shall be for a period of three (3) years, with the option to extend for two (2) additional years.

1.2 CITY'S CONTACT PERSON –ENGINEER

The person listed below shall be known as the Engineer, or City Contact, within these Specifications, unless noted otherwise during the course of the contract period. **Contacting the Engineer directly is not allowed until after award of contract. All pre-award communication must go through the City's Purchasing contact per Section 1.3.2.**

Name	Phone Number	Email
Igal Muhumed	253.396-3363	jsun@cityoftacoma.org
Mike Allen (Alternate)	253.396.3126	mallen@cityoftacoma.org

1.3 DEVELOPMENT OF RESPONDENT'S SUBMITTAL

1.3.1 REQUIREMENTS

Organization of the submittal should follow the sequence of contents as listed in the Submittal Checklist so that essential information may be located easily during evaluation.

1.3.2 RESPONDENT INQUIRIES – QUESTIONS AND REQUESTS FOR CLARIFICATION

- A. A pre-bid meeting will not be held; however, questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, April 22, 2021** Purchasing Division, via email to Samol Hefley, Senior Buyer at shefley@cityoftacoma.org. Questions received after this date and time may not be answered.
1. Please indicate the RFB specification number and title in the email subjectline.
 2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFB.
 3. Questions will not be accepted by telephone or fax.
 4. Questions marked confidential will not be answered.
 5. Individual answers will not be provided directly to Respondents.
 6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 7. The City will not be responsible for unsuccessful submittal of questions.

- B. Written answers to questions will be posted with the Specification on or about April 26, 2021, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Supplies Solicitations*, and scroll to this RFB. A notice will not be posted with the Specification if no questions are received.
- C. To receive notice of the posted answers, you must register as “[bid holder](#)” for this solicitation. Notices will not be sent if no questions are received.
- D. The answers are not typically considered an addendum (See Section 1.22)

1.3.3 ENGLISH LANGUAGE REQUIREMENTS

The English language shall be used in all drawings, bulletins and catalog information included with the bid proposal, as well as in all subsequent correspondence and submittals by the Contractor.

Factory Test Personnel or Engineering field personnel, if required on customer’s premises during delivery or testing, shall speak technical and conversational English without need for an interpreter.

1.3.4 PRE-BID MEETING

The City will not have a pre-bid meeting.

1.3.5 POST-AWARD MEETING

If the Engineer deems it necessary, a post-award meeting or “design meeting” will be scheduled for this bid.

1.4 MATERIALS, WORKMANSHIP AND TRADE NAMES

All material and equipment to be provided under this contract shall conform to the latest safety standards but in no case shall be contrary to the laws of the State of Washington and/or federal government. The equipment supplied shall meet appropriate ANSI, OSHA, WISHA 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.

1.4.1 REQUIRED MATERIALS

To be considered by the City, all requests for substitution(s) shall be accompanied with the complete physical data, technical data, certified test results, manufacturer's catalog data, photographs, user's lists, failure data, samples and the address of the nearest authorized service representative. Any additional information, as required by the Engineer, shall be promptly provided upon request.

1.5 BOND/PERFORMANCE BOND

Bonds are not required for this contract.

1.6 QUALITY ASSURANCE

The Contractor shall have a quality assurance program in place that conforms to the requirements of ISO 9001, ISO 9002 and ANSI/ASQC Q91, ANSI/ASQC Q92 or equivalent acceptable to the City.

1.6.1 QUALITY ASSURANCE AUDITS

The quality assurance program may be audited by the City or its representative. The Contractor shall provide access to and copies of quality assurance documents, when requested, such as material certificates, inspection and test results obtained in the course of quality assurance, control charts and other quality documents compiled during the work.

1.7 MANUFACTURER'S DRAWINGS

Drawings shall comply with the City of Tacoma CAD drawing standards and approval process (refer to Appendixes 1 and 2). See Section 1.17 – Schedule of Activities, for delivery requirements.

1.8 INSTRUCTION BOOKS

In addition to the paper manual supplied inside the equipment/material control cabinet, an additional four (4) paper manuals shall be supplied for each unit purchased.

1.8.1 INSTRUCTION BOOK REQUIREMENTS (HARD COPY and ELECTRONIC)

Each instruction book shall include the following:

- Complete set of approved final drawings, including schematics, point-to-point wiring diagrams and completed nameplate drawings.
- Detailed instructions for the shipping, receiving, handling, storage and installation, including assembly instructions if field assembly required.
- Description of all component parts and accessories.
- Complete instructions covering operation and maintenance of equipment.
- Drawings showing dimensional details of bushings,

connections, and terminations.

- A clear and readable photo of completed nameplate including all fill-in data.
- Torque requirements for all bolts and nuts for assembly.
- Final test reports.
- Instrument transformer excitation and over current ratio curves.
- Mechanical adjustment and timing procedures

1.8.2 ELECTRONIC FORMAT

In addition, the Contractor shall furnish to the City one (1) electronic copy of the instruction book, which shall be formatted as follows:

- Electronic manuals shall be submitted in .PDF format and be compatible with the latest version of Adobe Acrobat Professional.
- Manuals shall be scanned at 600 DPI or higher.
- Color originals shall be scanned to color.
- Manuals with different page sizes shall be scanned in the exact size and pagination as the original hard copy.
- Manuals shall be scanned to .PDF files with the Optical Character Recognition (OCR) function enabled.
- Manuals shall be submitted as a single .PDF file; addendums and attachments (may or may not include drawings) should not be submitted separately, or in different file formats.
- Manuals that consist of multiple volumes shall be submitted as individual files.
- Manuals comprised of several sections or chapters shall be electronically bookmarked in the .PDF format by the Contractor.

1.9 DOCUMENTS REQUIRED FOR DELIVERY OF EQUIPMENT

All items called for in this specification, including, but not limited to, the necessary instruction books, written test results and approved drawings must be supplied to the City before the invoice will be processed for payment.

The Contractor must submit a manufacturer's Material Safety Data Sheet (MSDS) that complies with OSHA and WISHA guidelines for Hazard Communications Standard WAC 296-901 requirement for items identified as hazardous materials or items, in whose normal use, produce a hazardous material.

1.9.1 PREPARATION FOR SHIPMENT

The following steps shall be followed by the Contractor to prepare equipment for shipment:

- All heavy parts shall be provided with skids to facilitate handling.
- All heavy parts shall be securely boxed and identified as to content.
- All exterior electrical receptacles shall be properly covered for protection.

- All hollow external bracings shall have drain holes.
- The Contractor will be responsible for all damage to the shipment incurred in transit.
- A complete packing list shall be included in the shipment.

1.9.2 SHIPPING NOTICES

Shipping notices shall furnish complete information of item(s), contents of item(s) if crated or cased, shipping point, carrier, and City purchase order number.

Shipping notices shall be mailed (or emailed) to the City's Engineer or Designee (Section 1.2) per Section 1.17:

Tacoma Power
3628 South 35th Street
Tacoma, Washington 98409-3192

Contractor shall provide telephone notification to the City's Engineer or Designee (see Section 1.2) of arrival time two (2) business days prior to delivery of equipment.

1.9.3 SHIPPING DESTINATIONS

The items to be supplied by the award of this contract shall be delivered F.O.B. destination, freight prepaid and allowed (included in unit pricing), to the following locations, with or without a foundation:

Item No.	Shipping Destinations
All Items	<p>Tacoma Power Warehouse 3628 South 35th Street Tacoma WA 98409-3192</p> <p>Additional Destinations: If additional delivery destinations are desired by the City, they will be noted on the appropriate purchase order.</p>
All Spares and Required Documentation	<p>Tacoma Power Warehouse 3628 South 35th Street Tacoma WA 98409-3192</p>

The City reserves the right to redirect delivery to another address within the Tacoma Power Service Area including Tacoma Power Hydroelectric Projects. The Contractor will be notified of any changes to delivery location before scheduled delivery. Tacoma

Power's Service Area includes delivery within Pierce County which includes the communities of Tacoma, University Place, Fife, Fircrest, Spanaway, Parkland, Graham, Lakewood, Summit, Frederickson and Puyallup. Tacoma Power Hydroelectric Projects include delivery within Pierce, Mason, Lewis and Grays Harbor counties.

1.9.4 PLACEMENT OF EQUIPMENT ON FOUNDATION

New and/or existing substations will take delivery of this material or equipment. City will weld or epoxy anchor equipment in place. Manufacturer mounting pads shall accommodate the drilling of holes for anchor bolts into the foundation with the equipment in place.

1.9.5 INSPECTION/WITNESS TESTING

All items delivered by the Contractor are subject to final inspection and acceptance by the City's Engineer or Designee. Material failing to meet the requirements of this contract will be held at the Contractor's risk and may be returned to Contractor. If returned, the cost of transportation, unpacking, inspection, repacking, reshipping, or other like expenses are the responsibility of the Contractor.

City shall have the right to witness circuit breaker testing at the manufacturing facility. Ample notice, as detailed in Section 1.17 – Schedule of Activities, shall be provided to City to facilitate travel schedules.

1.10 PAYMENT PROVISIONS AND PENALTIES

Payment will not be made until complete copies of documents required for delivery of equipment have been received and their results deemed acceptable by the City's Engineer or Designee. Payment will be withheld if the units are not received in satisfactory condition.

1.11 TENTATIVE DELIVERY DATE

Respondent shall state the estimated delivery time for the equipment on the Proposal Notice form (Appendix 3).

1.12 LIQUIDATED DAMAGES

Since the timely delivery of this equipment is critical to the City's operations, the Contractor will be subject to liquidated damages for failure to meet any of the delivery timeframes listed in their submittal.

1.12.1 COMPUTATION OF LIQUIDATED DAMAGES

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 an amount deducted from the total purchase order price in the amount of \$1,000 per day. The maximum Liquidated Damages to be imposed will be no more than five percent (5%) of the value of the purchase order.

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.

1.12.2 PAYMENT OF LIQUIDATED DAMAGES

Any moneys due from the Contractor, or to become due from 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.

1.13 ADDITIONAL EVALUATION CRITERIA

1.13.1 LIFETIME CAPITAL COSTS

Lifetime Capital Costs = Bid Price

This provision and the results obtained from its application shall not be construed as limiting any freedom of action the City may deem necessary to obtain equipment that will fulfill all the provisions of this contract.

1.13.2 EVALUATION CALCULATION AND TOTAL EVALUATED COST

Bids shall be ranked according to the Total Cost.

1.14 WARRANTIES

In all instances wherein the Contractor is not the manufacturer of the equipment, the responsibility shall be backed by, but not relieved by, specific warranties from said manufacturer.

The manufacturer shall warrant that the goods delivered will be free from defects in materials or workmanship and will be the kind and quality specified in the contract in addition to Section 1.10 of the Standard Terms and Conditions (Appendix 4). The warranty shall be valid for 60 months from date of field energization or 66 months from date of shipment.

The warranty shall cover the cost of removal for any defective equipment, repair of the equipment and reinstallation, including any associated transportation costs.

1.15 WIRING, ENCLOSURES, RACEWAYS AND TERMINAL BLOCKS

All wiring and device labeling shall comply with Tacoma Power Standard A-SS-0040 Relay & Control Wiring Design, A-SS-0025 Substation Labeling and A-SS-0030 Abbreviations. The Contractor shall completely wire item before delivery.

Wiring shall be neatly arranged in tied wire bundles or run in wire duct. Wire terminals shall be full eye ring-type copper with insulated sleeves overlapping wire insulation. Pre-insulated ring-type terminal connectors shall be used on all terminal blocks and throughout the current circuits. Spade-type connectors are not acceptable. Adhesive type wire bundle hold-down clamps shall not be used. All hold-downs shall be bolted or welded. Wiring and cables entering/exiting enclosures or raceway shall be protected from damage.

Splices shall not be used.

Wire labels shall be provided and installed at both ends of all internal wires. Wire labels shall be machine embossed black lettering on white plastic heat shrink sleeves.

Inter-section wire openings shall be 3-inches by 12-inches or larger and shall be filled less than 50 percent (50%). All inter-section wiring shall terminate on terminal blocks on both ends. In addition, a dedicated space of communication cable with appropriate barriers shall be provided.

Outdoor, weatherproof, dust-resistant equipment enclosures with hinged doors shall be provided and mounted on the equipment frame. Enclosure door handles shall include provisions for padlocking. These enclosures shall provide a connecting means between the internal wiring for the equipment and the City's equipment. Customer connection from conduit to the equipment enclosures shall be via removable aluminum plates which are accessed from the inside of the enclosure.

Auxiliary equipment such as terminal blocks, auxiliary relays, or contactors shall be readily accessible. Auxiliary equipment shall be located in compartments, enclosures or junction boxes in such arrangement that a wire electrician will have direct access to all equipment without removal of barriers, cover plates or other wiring. Auxiliary Relays shall be standard 8-pin octal plug-in relays.

Terminal blocks for external connections shall be grouped in this enclosure for easy accessibility unrestricted by interference from structural members and instruments. Sufficient space shall be provided on each side of each terminal block to allow an orderly arrangement of all leads to be terminated on the block. Arrangement of circuits on terminal blocks shall be such that all connections for one circuit, plus any spare conductors, shall be on adjacent terminals.

Raceway covers shall not be blocked by any other equipment and shall allow access after full assembly.

All control switches, push buttons, fuses, shorting-type terminal blocks and other devices requiring City interface shall be mounted at a height and location as to be easily accessible.

All strip heaters shall be rated 240VAC, wired to a 120VAC source. Heaters shall be Chromolox Model OT. Wire loops for clamp on ammeter shall be provided for each heater at terminal blocks.

Terminal blocks shall be furnished with white labeling strips and, where permitted by safety codes and standards, shall be without covers. The terminal block numbers shall be marked by the manufacturer one (1) through twelve (12) and shall correspond to the terminal numbers. Spare, unused terminals shall be furnished on each terminal block for circuit modifications and for termination of all conductors in a multi-conductor control cable. Not less than two (2) spare, unused terminals shall be furnished for every ten (10) terminals used.

Fuses shall not be mounted on terminal blocks unless fused switch is provided – Phoenix UK10, 3-HESI, 3048386. Step-type terminal blocks and angle mounting of terminal blocks are not acceptable.

All terminal blocks shall be rated 600 volts minimum and shall have strap screw terminals.

Terminal blocks for 10 AWG and smaller 600 volt insulated conductors shall be Marathon 1500 Series. Terminal blocks shall be appropriately sized for larger wire size or higher voltage, insulated, incoming conductors as necessary.

A shorting-type terminal block shall be installed at an accessible location for each set of current transformers (CTs) supplied with the equipment furnished under these specifications. The terminal block nearest to the CTs shall be a shorting terminal block. Shorting screws are not to be used for normal grounding of CT circuit.

All CTs shall have a thermal rating of at least 2.0 at 30°C. All current transformer terminal blocks shall have shorting provisions of the positive contact type. Short circuiting the terminals of any one current transformer shall not short circuit the terminals of any other current transformer. A six-position Marathon 1506SC shall be provided.

1.17 SCHEDULE OF ACTIVITIES

This Schedule of Activities shall be followed by the Contractor unless revised by mutual agreement of the City and Contractor.

Contractor Activity Required	Days after Purchase Order Received
Submit Manufacturing and Delivery Schedule to City	30

Submit Electronic Approval Drawings: <ul style="list-style-type: none"> • foundation loading • equipment outline/layout • anchor bolt patterns 	30
Submit Electronic Approval Drawings showing: <ul style="list-style-type: none"> • control schemes • wiring diagrams Any other information required for engineering the equipment's installation (anchoring requirements, etc.)	60
Submit Outline of Organization of Instruction Manuals (See Section 1.8.1)	60

Contractor Activity Required	Required By
Submission of Contractor's test plan	Twelve (12) calendar weeks prior to testing date
Inspection/Test Notification	Six (6) weeks prior to inspection and/or test
Test Reports	30 days after completion of tests
Deliver instruction manuals	One (1) week prior to receiving shipment
Deliver shipping notices	3 days prior to equipment arrival

1.18 PAINTING OF EQUIPMENT

All metal surfaces shall be shot blasted and thoroughly cleaned before the primer is applied.

1.18.1 EXTERIOR INITIAL COAT

The initial coat of paint shall be a rust-inhibiting primer which does not contain lead-based material. It can be either red zinc or preferably a red epoxy coat.

1.18.2 EXTERIOR FINISH COAT

The exterior finish coat of paint shall be ANSI No. 70 Sky Gray, low-gloss, alkyd resin enamel or manufacturer's standard finish.

The top shall be painted with non-skid paint to enhance personnel safety.

1.18.3 INTERIOR FINISH COAT

The interior of all control cabinets and the tank interior shall have a white finish coat.

1.18.4 TOUCH-UP PAINT

One pint of matching spray paint shall be supplied to the City for touch up after installation. Paint shall be shipped with a material safety data sheet (MSDS) and with instructions (in the English language) for use.

1.19 ACCEPTANCE AND RESPONSIVENESS

Respondents agree to provide a minimum of 60 days from the submittal deadline for acceptance by the City.

Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

The final selection, if any, will be that submittal or submittals which, after review and in the sole judgment of the City, best meets the requirements set forth in this RFB.

1.20 ESTIMATED USAGE

The items and quantities listed on the Price Proposal Form are a sample based on past usage and are not a guarantee for any particular order, quantity, item, or dollar volume.

Any contract issued as a result of this solicitation is not exclusive. The City reserves the right to purchase from other suppliers if the successful bidder cannot provide the required materials in a timely manner.

1.21 PRICING AND PRICE ADJUSTMENTS

- A. Unit or lump sum prices shall be all inclusive and submitted as FOB destination, freight pre-paid and allowed (freight included in price).
- B. If the unit price does not compute to the extended total price, the unit price shall govern.
- C. Prices must remain firm for each contract period; however, nothing in this contract will prevent the Contractor from charging a lower than quoted price.
 - 1. Price increases may be passed along during a contract period if the increase is due to federally mandated regulations.

- D. Submitted prices shall include costs of bid preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, labor, insurance costs, 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 and be subject to these Specifications in full.
- E. The City is entitled to any promotional pricing during the contract period that is lower than pricing provided in the bid submittal.
- F. Price decreases shall be immediately passed on to the City.
- G. Bid submittal prices will establish a base price against which contractors may request price adjustments at contract renewal.
- H. The City may consider price adjustments at contract renewal, when presented in advance, under the following conditions:
 - 1. Contractor submits proposed price changes in writing 30 days prior to end of each available renewal period. Written requests for price changes should be directed to the contract administrator.
 - 2. Any proposed price increase to contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.
 - 3. Price increases will be adjusted only to the amount of cost increase to contractor.
 - 4. No adjustment will be made for contractor profit margin.
 - 5. The City reserves the right to accept or reject all such price adjustments.
- I. Increase requests may be evaluated against various market conditions, including but not limited to:
 - 1. State/federal regulations affecting production costs of the materials.
 - 2. Volatile commodity market conditions.
 - 3. Various producer price or commodity indices.
 - 4. Minimum wage adjustments.

1.22 REVISIONS TO RFB – ADDENDA

In the event it becomes necessary to revise any part of this RFB, addenda will be issued to registered bid holders/plan holders and posted on the Purchasing website at www.TacomaPurchasing.org. Navigate to Contracting *Opportunities / Supplies Solicitations*, and scroll to this RFB. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

Answers in response to RFB inquiries (see Section 1.3.2) are not typically provided as an addendum.

1.23 DELIVERY OF PRODUCTS AND SERVICES – IDLING PROHIBITED

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.

Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City 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.

1.24 ENVIRONMENTALLY PREFERABLE PROCUREMENT

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.

In accordance with the City's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City operations. Respondents are encouraged to incorporate environmentally preferable products or services into their responses 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. To view the above City policies go to Section XXIV.A. of the [Purchasing Policy Manual](#).

1.25 SUSTAINABILITY

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

- A. Pollutant releases
- B. Toxicity of materials used
- C. Waste generation
- D. Greenhouse gas emissions, including transportation of materials and services
- E. Recycle content
- F. Energy consumption
- G. Depletion of natural resources
- H. Potential impact on human health and the environment

The supplier shall package orders, preferably in environmentally friendly packaging such as reduced packaging and recyclable packing materials.

1.26 COSTS TO PREPARE SUBMITTAL

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

1.27 SUBMITTAL CLARIFICATION

Respondents 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, the Respondent must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. A Respondent's failure to respond to such a request may result in rejection of its submittal. (See Standard Terms and Conditions 1.19.)

1.28 CONTRACT OBLIGATION / ACCEPTANCE OF SUBMITTAL CONTENTS

The bid submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

1.29 PARTNERSHIPS

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

1.30 ADDITIONAL PRODUCTS AND SERVICES

Any related additional services or products of benefit to the City not specifically required in this RFB, but which the Contractor offers to provide, may be outlined on a separate page and included with the submittal.

1.31 EXPANSION CLAUSE

Any resultant contract from this RFB may be further expanded in writing to include other related services or products normally offered by the Contractor, 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. Contractor profit margins are not to increase as a result of contract additions.

Any new products or services accepted by the City may be added to this contract and/or substituted for discontinued products or services. New products and services shall meet or exceed all specifications of original award.

1.32 ACCEPTANCE / REJECTION OF SUBMITTALS

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

- To waive any or all informalities
- To award one or more contracts
- To award by line item or group of line items
- To not award one or more items
- To not award a contract
- To issue subsequent solicitations

1.33 RESERVED RIGHTS

In addition to other rights in this RFB, the City reserves, holds, and may exercise at its sole discretion, the following rights and options:

- A. To supplement, amend, or otherwise modify or cancel this RFB with or without substitution of another solicitation.
- B. To issue additional or subsequent solicitations.
- C. To conduct investigations of Respondents and their proposals, including inspection of their facilities.
- D. To award a contract or contracts resulting from this solicitation to the responsible Respondent whose submittal conforming to this solicitation will be most advantageous to the City.
- E. 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 the Respondent and either award to another Respondent or reject all submittals or cancel this solicitation.

- F. Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a proposal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this proposal.

1.34 PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

Payment methods include:

- A. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.
 - 1. Vendors must be PCI-DSS compliant (secure credit card data management).
 - 2. 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.
- B. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
- C. Check or other cash equivalent.
- D. The City may consider cash discounts when evaluating submittals. See 1.20. of the Standard Terms and Conditions.

The City's preferred method of payment is by Visa credit card (aka procurement card). Respondents may be required to have the capability of accepting the City's authorized procurement card as a method of payment. **The City of Tacoma will not pay increased prices or additional fees when the procurement card is used.**

The City, in its sole discretion, will determine the method of payment for supplies and/or services as part of this contract.

1.35 EXPERIENCE RECORD

Complete and include the Record of Prior Contracts of the same or similar equipment quoted in your submittal, based on the record of previous contracts, completely filled out to demonstrate the service history with electric utility systems in the United States of America for the last 10 years.

SECTION 2 - TECHNICAL PROVISIONS

Professional Engineering Stamp



2.1 GENERAL

These specifications cover the furnishing of SF6 gas-insulated circuit breakers to include all required SF6 gas, miscellaneous equipment, materials, and accessories. Equipment furnished shall be complete with all accessories ready for mounting, assembly, connection and immediate service with the exception of anchor bolts.

2.2 CODES AND STANDARDS

All equipment, components (including, but not limited to, all threaded fasteners), and materials provided under this specification shall conform to the applicable standards of ANSI, ASME, ASTM, IEEE, and NEMA. All materials and devices shall be in accordance with the applicable requirements of the Federal Occupational Safety and Health Standards.

The circuit breakers shall be designed, fabricated and tested in accordance with ANSI/IEEE C37 Series, NEMA SG 4, and these specifications.

2.3 CONSTRUCTION DETAILS

- Circuit breakers shall be a three-pole, single-break, gang-operated SF6 interrupter.
- The circuit breaker design shall be the dead-tank type for outdoor application.
-
- Each circuit breaker shall be designed and constructed for operation on a 115kV or 230kV, as specified, three-phase 60 hertz, effectively grounded system and

the following usual service conditions applicable: at a maximum ambient temperature of +104°F (40°C) to -22°F (-30°C) and an altitude below 3,300 feet (1000 meters).

2.3.1 OPERATING MECHANISM

The preferred operating mechanism shall consist of spring-charged stored-energy mechanism for trip and close. Hydraulic or spring-hydraulic mechanism will be evaluated. The operating mechanism shall include all auxiliary devices and other accessories for the operating mechanism furnished. The mechanism shall be electrically trip free and shall include anti-pump auxiliary relays and devices. The mechanism shall be charged via an electric motor in 15 seconds or less after a single close-open operation.

The operating mechanism shall include a mechanical position indicator. The indicator shall provide a positive indication of the circuit breaker position by direct mechanical coupling to the operating rod. The indicator shall consist of a suitable sign utilizing green with the word "OPEN" or "O" when in the open position and red with the word "CLOSED" or "C" when in the closed position.

The operating mechanism shall include a spring energy indicator. The indicator shall provide a positive indication of the spring status. The indicator shall consist of a suitable sign utilizing the words "CHARGED" and "DISCHARGED".

The preferred operating mechanism shall include two low-energy-type (below ten (10) amperes operating current) trip coils. Trip coil operating current greater than ten (10) amperes will be evaluated. The trip coils shall be electrically, mechanically, and magnetically independent. The trip coils shall be located such that heat or fire damage to one trip coil shall not preclude the proper operation of the other trip coil. The trip coils shall be suitable for parallel trip coil operation. Loss of DC voltage to one trip coil shall not impair the operation of the other trip coil or the circuit breaker close mechanism. The trip coils shall be wired to individual terminals to allow independent activation and testing.

The stored-energy operating mechanism shall operate according to the duty cycle stated in the Specification and Data Sheets. Each unit shall include an automatic throw over scheme which shall supply the mechanism motor from the City's DC station service system when normal auxiliary AC power is lost.

Each operating mechanism shall include spare auxiliary switch contacts for use by the City. The spare auxiliary switch contacts shall be mechanically linked to the mechanism operating rod.

2.3.2 AUXILIARY POWER SUPPLY

The City will furnish one auxiliary power supply to each circuit breaker at the voltage specified in Section 2.7.2.3. If the Supplier chooses to furnish motors or other auxiliary equipment designed to operate at a different voltage from the specified auxiliary power supply, Supplier shall furnish all equipment required to transform the voltage of auxiliary power to the design voltage of the equipment furnished. The Supplier shall provide suitable branch circuit protection.

2.3.3 OVERCURRENT DEVICES AND ISOLATION SWITCHES

Circuit breakers shall be supplied with over current protective devices for the trip power, close power and auxiliary circuits. Each circuit, including trip coils, shall have its own knife switch for circuit isolation.

2.3.4 SF6 GAS SYSTEM

The Supplier shall supply the new SF6 gas to fill, test and energize each circuit breaker, as specified in price adders. The return of gas cylinders shall be arranged and provided by the Supplier.

The SF6 gas leak rate shall not be greater than 0.5% per year.

Properly-sized SF6 leak-proof connectors manufactured by DILO Corporation shall be installed on each circuit breaker supplied under the contract.

Temperature-compensated pressure switches or gas density switches shall be provided to monitor the SF6 gas density. A drop in SF6 gas density shall initiate a low SF6 gas density alarm. A further drop in density shall initiate a City selectable trip or block operation of the circuit breaker. Each circuit breaker shall provide a test valve, or an acceptable means, to test the gas monitor.

To accommodate gas processing and sampling, the Supplier shall provide one (1) 3/8" NPT male gas pipe fitting per breaker.

Corrosive arc products, due to moisture infiltration, shall be prevented to the maximum extent possible through the use of desiccant moisture-absorbing chambers and an arc product filter.

2.3.5 ARC CONTAINMENT CHAMBER

The arc containment chamber shall be designed to prevent mechanical failure and withstand pressure buildup if the breaker fails to interrupt full-rated fault current. A pressure-relief device is required.

2.3.6 DUAL MONITORING AND CONTROL SYSTEM

The circuit breaker shall be furnished with dual control schemes which monitor the SF6 gas system. The dual control schemes shall be electrically independent with each control scheme wired into a separate trip-coil circuit.

2.3.7 INSTRUMENT TRANSFORMERS

Each circuit breaker shall be capable of a minimum of two (2) instrument transformers (current transformers or linear couplers) per bushing.

Current transformers shall be provided as specified in accordance with NEMA SG 4, Section 1, and as set forth in Section 2.7.2.5. Current transformers shall be bushing-type with fully distributed windings for relaying service. Current transformers shall be five-lead, multi-ratio-type, thermal rating factor of 2.0 at 30°C, C800 class, and/or 0.3B1.8 class.

Linear couplers shall have a ratio of 1000A:5V.

All secondary leads of each instrument transformer, including all taps of each transformer, shall be wired to shorting-type terminal blocks located in the circuit breaker control cabinet. Each set of current transformer secondary winding taps shall terminate on a six-pole shorting block, with the sixth pole permanently connected to the shorting bar and to ground.

2.3.8 ASSEMBLY AND CONFIGURATION

The circuit breakers shall be factory assembled into integral shipping sections as complete as possible to minimize assembly requirements at the site. A structural steel frame common to all circuit breaker components shall be furnished.

The assembly shall be complete, including bushings, if shipping clearances permit.

2.3.9 BUSHINGS/INSULATORS

All bushings shall be rated in accordance with ANSI and NEMA standards and as specified in the Specification and Data Sheets. All bushings shall be ANSI 70 sky gray SF6 gas-filled porcelain.

Any damage to porcelain, such as chips or cracks, will require the supplier to replace the damaged item. Repairs will not be accepted.

2.3.10 AUXILIARY POWER AND CONTROL CIRCUITS

Circuit breaker auxiliary power, control and alarm circuits shall be provided with terminal blocks for connection to external circuits. The terminal blocks shall have circuit identification and shall be located in the control cabinet to provide external circuit connections from a common raceway entrance.

2.4 SPARE PARTS

The Contractor shall provide pricing for the spare parts identified below (see Proposal Items-Spare Parts in Appendix 3). The spare parts shall include:

- One complete set of gaskets and O-rings. This shall include all gaskets and O-rings needed for one complete circuit breaker, including operating mechanism seals and SF6 gas-to-air seals.
- One trip coil (48 VDC and 125 VDC respectively)
- One close coil (48 VDC and 125 VDC respectively)
- One charging motor (48 VDC and 125 VDC respectively)
- One SF6 gas gauge meter
- One multi-ratio metering class current transformer
- One linear coupler with a ratio of 1000A:5V
- SF6 gas per lb.
- One multi-ratio C800 class current transformer
- Bushing

Spare parts will be ordered by the City, as needed, by Purchase Order.

In addition to the spare parts listed above, each Respondent's Proposal shall include any other spare parts the Respondent suggests the City should consider for Bid Item. Respondents shall also provide unit pricing for each of these spare parts on the Proposal Items-Spare Parts (Appendix 3). This pricing is for additional parts the City may choose to purchase during the contract period.

2.5 FACTORY TESTS

Each circuit breaker shall be completely assembled and tested at the factory. The assembled components, including bushings, shall be those which will be a permanent part of the circuit breaker assembly. After each circuit breaker is completely assembled, it shall be subjected to, and shall meet, all requirements of the production tests as listed and described in ANSI/IEEE C37 series.

2.6 PREPARATION FOR SHIPMENT

Circuit breaker components shall be clean, dry, and sealed when shipped from the factory. Each component not shipped with SF6 gas shall contain a packaged moisture- absorbing chemical, as required, to keep it moisture free during shipment. Tanks, interrupters, support insulators or other SF6 containers which are found to contain moisture when received at the job site shall be dried. Moisture damage shall be repaired at the Supplier's expense.

Complete instructions outlining the Supplier's recommended procedures for inspection upon receipt at the construction site, moisture-free maintenance during storage, and preparation for SF6 filling shall accompany each circuit breaker. These instructions shall be shipped inside the control cabinet.

2.7 **SPECIFICATION DATA**

2.7.1 **SPECIFICATION RATINGS**

Performance Criteria	Rating
Application	Circuit breakers to be used throughout Tacoma Power's service area for Transformer (230/115 Auto and 115/13.8 Delta-Wye and Wye-Delta), Bus, & Line/Cable Switching & Protection.
General Application	Outdoor Frame Mounted
Circuit Breaker Type, Minimum Requirements	Circuit Breaker Preferred Ratings C37.06 "General Purpose"
Pollution Level	Medium
Seismic Qualification Level, Minimum	High
Rated maximum voltage:	123kV rms; 245kV rms

Performance Criteria (Cont'd)	Rating (Cont'd)
Rated full-wave withstand voltage:	550kV peak; 900kV peak
Rated continuous current:	1200, 2000, or 3000 amps rms (as specified)
Rated short-circuit current	40kA or 50kA, rms (as specified)
Duty Cycle	O-0.3s-CO- 15S-CO
Rated interrupting time	3 cycles

Rated reclosing time	20 cycles
Circuit X/R > 17	YES, and Tacoma's 3LG fault < 80% & 1LG fault < 70% For 40kA and 63kA applications
Vertical Distance from Insulator Base to Bottom of Circuit Breaker	8'-6" min
Vertical Distance from the Lowest Live Part to Bottom of Circuit Breaker	11'-7" min (123kV) 13'-9" min (245kV)
Additional Testing above C37	NA
Mechanical endurance class	M1

2.7.2 ADDITIONAL REQUIREMENTS

2.7.2.1 LOGIC FOR LOW SF6 GAS OPERATING PRESSURE

Functionality available for both scenarios below. "X" indicates normal configuration.

_____ Auto Trip and Block Close

 X Block Trip and Block Close

2.7.2.2 BUSHING DATA/INSULATOR:

Basic impulse level: Match rated full-wave withstand voltage.

Color: ANSI 70 gray

2.7.2.3 NOMINAL STATION SERVICE POWER SUPPLY VOLTAGES:

Auxiliary power: 120 VAC, 60 hertz, 1-phase, 3-wire

Close and trip: 48 VDC or 125VDC, ungrounded, as specified per each project

2.7.2.4 CONTROL POWER OVERCURRENT PROTECTIVE DEVICE:

 X Molded-case circuit breakers _____ Fuse blocks

2.7.2.5 INSTRUMENT TRANSFORMERS:

The default circuit breaker configuration shall be the following unless specified on the purchase order. Purchase order may include the replacement of a default current transformer with linear coupler and/or a metering class current transformer.

Location	Ampere Ratio	Quantity in Each Bushing	Total	Accuracy Class
Bushing 1,2,3,4,5,6	MR*-5	2	12	C800
*Multi-Ratio at Continuous Current Rating of Circuit Breaker For example: Item #1 provide MR1200:5				

2.7.3 ACCESSORIES

The following Standard accessories shall be provided with each circuit breaker.

Accessories shall include, but not necessarily be limited to, the following:

- a. An auxiliary switch with (12) "a" and (12) "b" contacts, in addition to those required for control of circuit breaker mechanism. All contacts shall be wired to terminal blocks.
- b. One (1) local-remote control switch wired for local-remote operation.
- c. Two (2) independent trip coils.
- d. One (1) trip-close push button station or control switch wired for local circuit breaker test operation.
- e. Mechanical trip and close capability located inside circuit breaker.
- f. Position indicator visible from the outside of the control cabinet.
- g. Loss of voltage alarm relay on each auxiliary power and control power circuit inside the circuit breaker. For example: one for the AC motor power, heater power, DC motor power, one for close control power, and one for each of the trip coil circuits.
- h. Operations counter for trip operations that cannot be reset and is connected to the mechanical linkage of the circuit breaker mechanism.
- i. One (1) maintenance closing and opening device (Slow Open/Close Device), if applicable.
- j. One (1) Manual spring charging tool per circuit breaker.
- k. 120VAC lamps with door-operated switch in the control cabinet.
- l. One (1) 120VAC, single-phase, 3-wire, GFCI receptacle shall be accessible from inside the cabinet. It shall not be necessary to reach beyond any exposed, energized terminals to plug into the receptacle.
- m. Nameplates to identify switches, relays, and other auxiliary devices.

- n. Bushing terminals, NEMA four-hole (minimum), with both sides of terminal suitable for aluminum electrical connections and mountable on either side of the interrupter.
- o. Two (2) NEMA two-hole grounding pads. The grounding pads shall be on diagonally opposite locations on the frame.

2.7.4 REQUIRED ALARM CONTACTS FOR SCADA

The following alarm contacts and associated “normal” states shall be provided and wired to terminal blocks for connection to the City’s SCADA system. All alarm contacts shall be rated for 125VDC.

IEEE Device	Description	"0"state	"1"state	"normal" state
52/a	PCB Status	Open	Closed	1
43LR	PCB Local/Remote Switch	Local	Remote	1
27	PCB Motor AC*	Normal	Alarm	0
27	PCB Heaters*	Normal	Alarm	0
27	PCB Motor DC	Normal	Alarm	0
27	PCB DC Close Circuit	Normal	Alarm	0
27	PCB Primary DC Trip Circuit	Normal	Alarm	0
27	PCB Secondary DC Trip Circuit	Normal	Alarm	0
63	PCB Low SF6 Gas Alarm	Normal	Alarm	0
63	PCB Low SF6 Gas Lockout	Normal	Lockout	0
	Motor excess run or low spring energy alarm timer	Normal	Alarm	0
*NOTE: The Heaters may be on same 27 device as Motor AC, if a single overcurrent device is used to supply both circuits.				

2.7.5 DOBLE ROLLER-TYPE TRANSDUCER KIT & MOUNTING BRACKET

The City uses Doble’s TR3160 Rotary/Linear Transducer. For each type of circuit breaker, a total of one (1) travel recorder kit (lever & rod assembly, or rotary attachment) shall be provided. For each circuit breaker, one (1) mounting bracket shall be provided.

2.8 EARTHQUAKE STRENGTH REQUIREMENTS

The completely assembled circuit breaker shall meet the High Seismic Qualification Level, as defined in IEEE Standard 693-2018. All applicable seismic identification plates, drawings, calculations and required test reports shall be provided in the instruction books as specified in IEEE Standard 693.

APPENDIX #1 - CITY CAD STANDARDS

City shall expect that all drawings will be in computer files that conform to the standards set forth in this section. Drawings shall be prepared electronically using Autodesk AutoCAD Version 2000 for Windows or greater, saved in a .DWG or .DXF file format, and submitted per Appendix #2.

CAD STANDARDS

ENTITY PROPERTY ASSIGNMENT STANDARD

All entity colors and line types shall be BY LAYER.

All text should be on text layers and all lines should be on line layers.

Entity Property to **Ink Jet Plotter**-Pen Assignment Standard

Entity colors and line types shall be assigned to pens 1 through 8 PLOT setup menu as follows:

ENTITY COLOR	PEN NO.	PEN ASSIGNMENT	
		WIDTH (MM)	COLOR
1 (RED)	1	0.012	RED
2 (YELLOW)	7	0.010	BLACK
3 (GREEN)	3	0.012	GREEN
4 (CYAN)	7	0.013	BLACK
5 (BLUE)	5	0.012	BLUE
6 (MAGENTA)	7	0.015	BLACK
7 (WHITE)	7	0.020	BLACK
8 (GRAY)	8	0.012	BLACK

LAYER NAMING STANDARD

The layer name convention shall be a four-part hyphenated name.

Examples of standard layer names:

Layer Name	Description
DRWG-BRDR-LIN-LIGHT	Border - continuous line will plot with (*or 0.020 mm width)
DRWG-LINE-000-LIGHT	Lines - continuous lines will plot with (*or 0.010 mm width)
DRWG-TEXT-THN-LIGHT	Drawing text - text will plot with (*or 0.013 mm width)
DRWG-LINE-DSH-LIGHT	Lines - dashed lines will plot with (*or 0.010 mm width)

As many layers as needed may be defined as long as layer convention format is followed.

LINE TYPES

BASIC	DESCRIPTION	LAYER COLOR	PEN WIDTH (IN MM)
HVY	BROAD LINE	WHITE	(* .025)
MED	MEDIUM LINE	MAGENTA	(* .020)
THN	THIN LINE	CYAN	(* .014)
000	NARROW LINE	YELLOW	(* .010)
DSH	NARROW LINE	YELLOW	(* .010)

*DENOTES INK JET PLOTTER PEN SETTINGS

SIGNATURES

Each drawing submitted shall be identified by a drawing number and be dated. -

DIMENSIONS AND UNITS

Dimensions and tolerances shall conform to ANSI Y14.5. Dimensions shall be complete and in U.S. customary units. If the manufacturer fabricates in the SI unit system (metric system), both units shall be shown on the drawings. Conversion tolerance shall be within a maximum of 1/32 inch (0.79 mm).

SCHEMATIC AND WIRING DIAGRAMS

Schematic and wiring diagrams furnished by the Contractor shall be on a per-circuit-breaker basis. All graphic symbols for electrical diagrams shall be represented as shown in IEEE 375, with the exclusion of IEC symbols. Device connection shall have near each termination the conductor identification consisting of the opposite end destination. Function information and wire run codes are not required. The wiring diagrams shall be drawn with all devices indicated in their relative physical locations and shall represent the equipment and terminals arranged as they would appear to a person wiring the equipment.

Where interconnecting wiring from different items of equipment or sectional wiring diagrams of the same item of equipment appear on different wiring diagram sheets, all interconnections shall be clearly identified. Where sectional wiring diagrams are required for a single item of equipment, such as a relay panel or control panel, that section of the panel that is represented by each individual wiring diagram sheet shall be keyed on that sheet in a manner acceptable to the City.

Information indicated on the Contractor's drawings shall include wiring of the individual panel items as they will actually appear in the panel, contact arrangements of switches, and internal wiring of relays and instruments.

Schematic diagrams shall be cross-referenced to terminal markings on the wiring diagrams, but need not indicate complete terminal to terminal details of circuits. Each item of panel-mounted equipment indicated on the diagrams shall be identified by item number and/or name.

Sufficient space shall be left on the City's side of outgoing terminal blocks for adding cable color codes and circuit numbers.

COMPLIANCE WITH THIS APPENDIX

Contact engineer for questions concerning drafting conventions. A preliminary electronic copy of drawings shall be sent to the Project Engineer for review with our Lead Engineering Technician prior to approval. (See Appendix #2)

The following are samples of drawing content, drawings examples, labeling and abbreviations standards that represent compliance with this Appendix:

- Tacoma Power Drawing Standardization Matrix
- Tacoma Power Drawing Standardization One-line
- Tacoma Power Drawing Standardization Three-Wire 1
- Tacoma Power Drawing Standardization Three-Wire 2
- Tacoma Power Drawing Standardization DC Schematic
- Tacoma Power Drawing Standardization Wiring 1
- Tacoma Power Drawing Standardization Wiring 2
- A-SS-0025 Substation Labeling
- A-SS-0030 Abbreviations

Electronic versions of these drawings will be available to the Contractor after award of contract during the Design Approval process outlined in Appendix #2.

APPENDIX #2 - CITY DRAWING/DESIGN APPROVAL PROCESS

All new drawings created by the Contractor or by manufacturers shall be electronically created using AutoCAD Version 2000 or greater. Drawings shall utilize City CAD Standards per Appendix #1.

GENERAL CONSIDERATIONS

After award, only certified drawings shall be submitted. Certified drawings shall mean drawings fully completed and certified by the Contractor as to the compliance of the information contained thereon with the requirements of this specification and documents. Certified drawings will be reviewed by City and processed as specified in this Section. Each drawing submitted, regardless of origin, shall be stamped with the approval of the Contractor and clearly marked with the name of the project, the specification title, the specification number, and the Contractor's name.

The Contractor's stamp of approval will be representation to the City that the Contractor has assumed full responsibility for determining and verifying all applicable information (e.g., quantities, dimensions, field construction criteria, materials, catalog numbers) and/or similar data, and that the Contractor has reviewed or coordinated each submittal with the requirements of the work and the contract.

If drawings submitted by the Contractor show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

DRAWING SUBMITTAL

Five (5) hardcopy prints of each drawing and one (1) electronic copy on CD shall be submitted for review purposes. Prints shall be black line on white background. Print size shall not exceed 30 inches by 42 inches. Drawings shall be folded to 8-1/2 inches by 11 inches.

All drawings shall be clearly legible, even when reduced to 11 inches by 17 inches in size.

DRAWING PROCESSING

A copy of each drawing reviewed will be returned to the Contractor as stipulated in this Section. Copies of drawings returned to the Contractor will be in the form of a print with City's marking.

When a drawing is revised and resubmitted, the Contractor shall include an issue number and revision description in the drawing revision block. All revisions pertaining to that particular drawing issue shall be back-circled or otherwise clearly noted on the drawing.

Any work performed before City has approved the drawings shall be at the Contractor's own risk and responsibility. Work may proceed when the drawings have been returned marked ACCEPTANCE, provided the work is performed in accordance with City's notations.

If changes are made at the project site, revised drawings indicating the changes made shall be prepared by the Contractor and submitted to City.

REVIEWS AND SUBMITTALS

After award, The Contractor shall provide required project documents for review consistent with the submittal dates per this Section or mutual agreement of the City and Contractor. The City will provide timely review and comment on all required submittals in order not to delay the progress of the work. Unless otherwise specified herein or waived by the City during the course of the project, the City will review all submittals and return consolidated comments to the Contractor within 14 calendar days of receiving the submittal.

DRAWING/DESIGN REVIEWS

The City will review design documents for consistency with City requirements and CAD standards. All submittals shall require City approval. Acceptance of a specific item shall not include acceptance of an assembly or more general part of the work of which the item is a component. The City will respond to all elements of review as itemized below within fourteen (14) working days of receipt of the complete information from the Contractor. The City's response may include ACCEPTANCE, REQUEST FOR RESUBMISSION WITH CHANGE, or REJECTION.

"ACCEPTANCE" shall constitute acceptance of the specific items reviewed with or without comment. It shall not imply acceptance of any items or matters inferred or extrapolated from the accepted elements, nor relieve the Contractor from the requirement to provide designs that comply with this specification.

A "REQUEST FOR RESUBMISSION WITH CHANGE" shall be provided with a description of the reason for lack of acceptance. The description shall serve the purpose of assisting the Contractor in understanding the reason for change and resubmission requirement. A "REQUEST FOR RESUBMISSION WITH CHANGE" shall be issued when the submitted elements are reasonably close to acceptable but require modification and are not worthy of complete rejection.

A "REJECTION" response shall occur when the submitted design is not in compliance with the specifications. A written description of the noncompliance will be provided.

APPENDIX #3

SIGNATURE PAGE

PRICE PROPOSAL FORM

SIGNATURE PAGE

CITY OF TACOMA TACOMA POWER / TRANSMISSION & DISTRIBUTION

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR BIDS SPECIFICATION NO. PT21-0458F High Voltage Circuit Breakers

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Respondent Name _____

*** PRICE PROPOSAL FORM ***

CITY OF TACOMA-Request for Bids PT21-0458F

HV Circuit Breakers

Respondent Name _____

Bidder shall submit one original bid and two copies. If Bidder wishes to submit alternate bids, copy the appropriate bid pages and submit alternate bids.

All prices are to be in U.S. dollars and include all associated fees. The City will not pay any additional fees, tariffs, add-ons or surcharges.

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in unit price).

<u>Item</u>	<u>Equipment/Material</u>	<u>Estimated Quantity in Three Years</u>	<u>Unit Price</u>	<u>Total Price (3 Years Qty x Unit Price)</u>
1 .	Dead-Tank Circuit Breaker: 123kV, 2000A, 40kA with SF6 gas	8	\$ _____	\$ _____
2 .	Dead-Tank Circuit Breaker: 123kV, 3000A, 40kA with SF6 gas	2	\$ _____	\$ _____
3 .	Dead-Tank Circuit Breaker: 245kV, 2000A, 50kA with SF6 gas	2	\$ _____	\$ _____
Subtotal: \$ _____				
Location Where Tax Collected: Tacoma - Sales Tax @ 10.2% (Note Section 1.41 of the Standard Terms and Conditions)				\$ _____
Total				\$ _____

Respondent Name _____

PROPOSAL ITEMS–ADDERs FOR SPARE PARTS

Prices for the following items are requested for possible addition to this contract.
These items will not be included in evaluation for award.

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Fault Interrupting Capability a. 123kV Circuit Breaker 50kA 63kA b. 245kV Circuit Breaker 63kA	\$ _____ \$ _____ \$ _____
2.	SF6 gas per lb.	\$ _____
	Set of six (6) PCORE Test Terminals based on circuit breaker current rating 63037-70 63037-A-70	\$ _____ \$ _____
3.	One complete set of gaskets and O-rings	\$ _____
4.	One trip coil 48 VDC 125 VDC	\$ _____ \$ _____

Respondent Name _____

5.	<p>One close coil</p> <p>48 VDC</p> <p>125 VDC</p>	<p>\$ _____</p> <p>\$ _____</p>
6.	<p>One charging motor</p> <p>48 VDC</p> <p>125 VDC</p>	<p>\$ _____</p> <p>\$ _____</p>
7.	One SF6 gas gauge meter	\$ _____
8.	One multi-ratio metering class current transformer	\$ _____
9.	One linear coupler with a ratio of 1000A:5V	\$ _____
10.	One multi-ratio C800 class current transformer	\$ _____
11.	Bushing	\$ _____
12.	List any other spare parts options and their corresponding prices below	\$ _____

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 1. PAGE 1

Manufacturer, Catalog No. and Type _____

Required Capacitance and installation
distance from breaker to interrupt Short-
Circuit current for 90% Short Line Fault _____

Capacitance Current Switching

Line charging current, amperes rms _____

Isolated bank current, amperes rms _____

Back-to-back Bank current, amperes rms _____

Inrush current kA peak _____

Inrush frequency Hz _____

Rated operating times
(60 hertz basis) _____

Rated duty cycle _____

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 1. PAGE 2

SF6 gas system

SF6 gas per circuit breaker, kg. (or lbs.) _____ SF6 gas leak rate, % per year _____

_____ Total weight of circuit breaker with
SF6 gas, kg. (or lbs.) _____

Operating mechanism

Type

Trip _____

Close _____

Number of close-open operations that can
be performed starting with a fully charged
operating mechanism with no auxiliary
electric power available _____

DC power requirement to recharge
mechanism at DC voltage specified,
amperes _____

Time required to fully recharge operating
mechanism to normal condition via AC or
DC power. _____

Maximum sound pressure level at 50
Feet, dba _____

Control power requirements

Closing current, amps per one closing coil _____

Bushings

Pollution Level _____

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 1. PAGE 3

Circuit Breaker dimensions in mm (inches)

Phase spacing

Depth

Height

Width

Vertical Distance from the Insulator Base to the Bottom
of Circuit Breaker

Vertical Distance from the Lowest Terminal to the
Bottom of Circuit Breaker

Maintenance and Inspection Interval (include information
on permissible CO operations with respect to interrupted
current)

Pressure-relief device - state the pressure at which
the device will operate

Seismic performance Qualification Level

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 2. PAGE 1

Manufacturer, Catalog No. and Type _____

Required Capacitance and installation
distance from breaker to interrupt Short-
Circuit current for 90% Short Line Fault _____

Capacitance Current Switching

Line charging current, amperes rms _____

Isolated bank current, amperes rms _____

Back-to-back Bank current, amperes rms _____

Inrush current kA peak _____

Inrush frequency Hz _____

Rated operating times
(60 hertz basis) _____

Rated duty cycle _____

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 2. PAGE 2

SF6 gas system

SF6 gas per circuit breaker, kg. (or lbs.) _____ SF6 gas leak rate, % per year _____

_____ Total weight of circuit breaker with
SF6 gas, kg. (or lbs.) _____

Operating mechanism

Type

Trip _____

Close _____

Number of close-open operations that can
be performed starting with a fully charged
operating mechanism with no auxiliary
electric power available _____

DC power requirement to recharge
mechanism at DC voltage specified,
amperes _____

Time required to fully recharge operating
mechanism to normal condition via AC or
DC power. _____

Maximum sound pressure level at 50
feet dba _____

Control power requirements

Closing current, amps per one closing coil _____

Bushings

Pollution Level _____

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 2. PAGE 3

Circuit Breaker dimensions in mm (inches)

Phase spacing

Depth

Height

Width

Vertical Distance from the Insulator Base to the Bottom
of Circuit Breaker

Vertical Distance from the Lowest Terminal to the
Bottom of Circuit Breaker

Maintenance and Inspection Interval (include information
on permissible CO operations with respect to interrupted
current)

Pressure-relief device - state the pressure at which
the device will operate

Seismic performance Qualification Level

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 3. PAGE 1

Manufacturer, Catalog No. and Type _____

Required Capacitance and installation
distance from breaker to interrupt Short-
Circuit current for 90% Short Line Fault _____

Capacitance Current Switching

Line charging current, amperes rms _____

Isolated bank current, amperes rms _____

Back-to-back Bank current, amperes rms _____

Inrush current kA peak _____

Inrush frequency Hz _____

Rated operating times
(60 hertz basis) _____

Rated duty cycle _____

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 3. PAGE 2

SF6 gas system

SF6 gas per circuit breaker, kg. (or lbs.) _____ SF6 gas leak rate, % per year _____

_____ Total weight of circuit breaker with
SF6 gas, kg. (or lbs.) _____

Operating mechanism

Type

Trip _____

Close _____

Number of close-open operations that can
be performed starting with a fully charged
operating mechanism with no auxiliary
electric power available

DC power requirement to recharge
mechanism at DC voltage specified,
amperes

Time required to fully recharge operating
mechanism to normal condition via AC or
DC power.

Maximum sound pressure level at 50
feet dba

Control power requirements

Closing current, amps per one ~~dis~~ing coil _____

Bushings

Pollution Level _____

Respondent Name _____

PROPOSAL DATA SHEET FOR ITEM NO. 3. PAGE 3

Circuit Breaker dimensions in mm (inches)

Phase spacing

Depth

Height

Width

Vertical Distance from the Insulator Base to the Bottom
of Circuit Breaker

Vertical Distance from the Lowest Terminal to the
Bottom of Circuit Breaker

Maintenance and Inspection Interval (include information
on permissible CO operations with respect to interrupted
current)

Pressure-relief device - state the pressure at which
the device will operate

Seismic performance Qualification Level

DATA SHEET – FAILURES (Applies to all items)

Has any equipment, coming from the same manufacturer's factory as the units you are bidding, experienced a test floor failure within the last five (5) years? If so, what kind of failure? What was the cause? What corrective action has been taken to prevent future failures? Name of purchaser?

Has any equipment, coming from the same manufacturer's factory as the units you are bidding, experienced a field failure within the first five (5) years of service? If so, what kind of failure? What was the cause? What corrective action was taken to prevent future failures? Name of purchaser?

Bidder Name _____

PROPOSAL NOTICE

All attachments of “terms and conditions” or letters modifying these Specifications shall be referenced on this page under the appropriate heading or they will not be considered a part of your submittal.

Respondent’s Statement of Delivery Time

Respondent’s Statement of Price Guarantee – Shall be a minimum of 60 days from submittal deadline.

Manufacturer’s/Respondent’s Guarantees and/or Warranties of Material or Equipment

State whether guarantees and/or warranties “equal or exceed” – Standard Terms and Conditions and Paragraph 1.14 of the Special Provisions. Provide additional pages if needed.

State Whether Exception “IS” or “IS NOT” Taken to This Specification*. A statement here that exception “IS NOT” taken will create a conclusive presumption that you accept and will comply with all Specification requirements. Provide additional pages if needed.
(Paragraph 1.10 – Standard Terms and Conditions)

***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 Respondent indicates that exception is not taken to this Specification, but then attaches non-conforming warranties or other modifications deviating from the standards established in the Specification, it is agreed that the Respondent will perform to the highest standard in this Specification.

APPENDIX #4

Standard Terms and Conditions

**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

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. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies 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.
2. Services. The City may terminate a Contract for services 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.

B. Termination for Cause. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

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.

1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION

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

1.30 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.

1.31 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 and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is 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 and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
 - 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/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment.

1.32 COPELAND ANTI-KICKBACK ACT

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

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.33 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.

1.34 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

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

2. If applicable, Contractor must sign and submit to the City the following certification:

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

1.35 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.

1.36 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.

1.37 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.

1.38 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.

1.39 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.

1.40 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.

1.41 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.

1.42 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.

1.43 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.

1.44 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.

1.45 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.

1.46 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.

1.47 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.

1.48 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.

1.49 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.

1.50 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.

1.51 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.

1.52 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.

1.53 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.

1.54 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.

1.55 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.

1.56 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.

1.57 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.

1.58 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.

1.59 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.

1.60 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.