



City of Tacoma Tacoma Power / Transmission and Distribution

REQUEST FOR BIDS PT22-0291F Transmission Wood Poles, 65 ft. to 110 ft.

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 25, 2022

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: 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: Sealed submittals in response to a RFB will be opened Tuesday's at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend <u>via this link</u> or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to <u>www.TacomaPurchasing.org.</u>

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: Supply of transmission wood poles on an as-needed basis for warehouse stock.

Estimate: \$2,130,000 (three-year initial term)

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.

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 Erica Pierce, Senior Buyer by email to epierce@cityoftacoma.org

Form No. SPEC-040C Revised: 09/29/2022

Protest Policy: City of Tacoma <u>protest policy</u>, located at <u>www.tacomapurchasing.org</u>, 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.

Form No. SPEC-040C Revised: 09/29/2022



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SUBMITTAL CHECKLIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award. <u>Please do not include the entire specification document with your submittal.</u>

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.

The fo	ollowing items, in this order, make up your submittal package:						
1	One electronic copy of your complete submittal package in PDF format.						
2	Signature Page with <u>signature</u> , including acknowledgement of any addenda. This form is intended to serve as the first page of your submittal.						
3	Proposal Sheets						
4	Supplemental Information - Section 1.03 > Plant Brochure > Manufacturer's Quality Assurance Policy						
After award, the following documents will be executed:							
1	Contract issued by City of Tacoma per Section 1.04.1						



SUBMITTAL GENERAL INFORMATION

PRE-SUBMITTAL QUESTIONS

- A. Questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, October 13, 2022, via email addressed to the Purchasing contact below. Questions received after this date and time may not be answered.
- 1. Please indicate the specification number and title in the email subject line.
- 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 all questions will be posted on the Purchasing website at www.tacomaPurchasing.org on or about **October 18, 2022**. Navigate to *Contracting Opportunities / Supplies*, and scroll to this RFB. A notice will not be posted with the Specification if no questions are received.
- C. The answers are not typically considered an addendum.
- D. To receive notice of the posted answers, you must register as "bid holder" for this solicitation.

Communication	Addressee
For all questions regarding Specification PT22-0291F	Erica Pierce Senior Buyer epierce@cityoftacoma.org - email



SUBSTITUTION REQUESTS

If the Respondent elects to bid alternative equipment, materials, or processes where allowed, a Substitution Request Form (Appendix B) must be submitted by email to Erica Pierce, epierce@cityoftacoma.org, a minimum of seven (7) business days prior to the submittal deadline. Substitution Request Forms received after this time will not be accepted. Respondents will be notified of an approved or rejected Substitution Request Form no later than five (5) business days prior to the submittal deadline. See Section 1.02.

REVISIONS TO SPECIFICATION

All revisions to this specification will be in the form of written addenda, and no oral revision should be relied upon for any purpose. In the event it becomes necessary to revise any part of this RFB, addenda will be issued to registered planholders and posted on the Purchasing website at www.TacomaPurchasing.org: Navigate to Current Contracting Opportunities / Supplies Solicitations, and scroll to this RFB. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

SIGNATURE PAGE

CITY OF TACOMA TACOMA POWER / TRANSMISSION AND 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. PT22-0291F TRANSMISSION WOOD POLES, 65 FT TO 110 FT

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 Perinto Contracts fo			Date
Address		Drinted Name a	ad Titla		
		Printed Name a	na Title		
City, State, Zip					
		(Area Code) Tel	ephone Numb	er / Fax Numb	er
Authorized Signatory E-Mail Address					
,		State Business in WA, also known a			Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941			,	,	
		State Contractor (See Ch. 18.27,		mber	
E-Mail Address for Communications					
ddendum acknowledgement #1	#2	#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 06/01/2021

PROPOSAL - PRICING SHEET

Pole sizes indicated in bold text are Tacoma Power standard inventory materials. All other sizes are special order.

Item #	Pole Length (feet)	Pole Class	MID#	Estimated 3 year Usage	Unit Price	Total Price FOB Destination (Qty x Unit Price)
1		1	20447	75	\$	\$
2	65	H1	20448	1	\$	\$
3		H2	20449	1	\$	\$
4		1	20450	25	\$	\$
5	70	H1	20451	1	\$	\$
6		H2	20452	1	\$	\$
7		1	20453	1	\$	\$
8	75	H1	20454	1	\$	\$
9		H2	20455	30	\$	\$
10		1	20456	1	\$	\$
11	80	H1	20457	5	\$	\$
12		H2	20458	100	\$	\$
13		1	20459	1	\$	\$
14		H1	20460	1	\$	\$
15	85	H2	20461	125	\$	\$
16		H3	77884	1	\$	\$
17		H4	77885	1	\$	\$

PROPOSAL - PRICING SHEET CONT.

Item #	Pole Length (feet)	Pole Class	MID#	Estimated 3 year Usage	Unit Price	Total Price FOB Destination (Qty x Unit Price)
18		1	20462	5	\$	\$
19		H1	20463	5	\$	\$
20	90	H2	20464	60	\$	\$
21]	H3	77886	2	\$	\$
22]	H4	77887	2	\$	\$
23		1	20465	1	\$	\$
24]	H1	20466	1	\$	\$
25	95	H2	20467	30	\$	\$
26]	H3	77888	1	\$	\$
27]	H4	77889	2	\$	\$
28		1	20468	20	\$	\$
29	100	H1	20469	1	\$	\$
30		H2	20470	10	\$	\$
31		1	20471	1	\$	\$
32	105	H1	20472	1	\$	\$
33		H2	20473	2	\$	\$

PROPOSAL - PRICING SHEET CONT.

Item #	Pole Length (feet)	Pole Class	MID#	Estimated 3 year Usage	Unit Price	Total Price FOB Destination (Qty x Unit Price)
34		H1	38190	1	\$	\$
35	110	H2	38192	1	\$	\$
36		Н3	38193	1	\$	\$
Sub Total t	\$					
Sales Tax @ (Note Paragr	\$					
Total for Al	\$					

NOTES:

- Actual quantities will be specified by purchase order per Special Provisions Section 1.08.1.
 Price adjustments will be made per Special Provisions Section 1.08.4.

PROPOSAL – ADDITIONAL FREIGHT TERMS

RESPONDENT'S STATEMENT OF DELIVERY TIME:

Respondents are required to submit a delivery time to which they will commit. Purchase order delivery dates will reflect this time
frame. In the space below indicate a statement of delivery time. Refer to Special Provisions Section 1.09 for additional details.
·

FREIGHT CHARGES - LESS THAN FULL LOAD:

Unit pricing shall be submitted as F.O.B. Destination, freight prepaid and allowed based upon a full release. A full release of the materials set forth in this solicitation is considered to be 40,000 lbs. Pro-rated freight charges will be allowed on orders considered less than a full load weight. For the purpose of calculating the allowed freight charges the following quote is being requested. This proposal pricing will be considered in the bid evaluation. Refer to Special Provisions Section 1.08.2 of for additional details.

Full load weight	Freight Charge (included in delivery of a full load)
40,000 lbs (minimum full load)	\$

PROPOSAL - VENDOR QUALIFICATION

1.	State the number of years the manufacturer has been producing products of a similar scope to those outlined in this Specification. See Special Provisions Section 1.01.3 for minimum qualifications allowed.		Years
2.	Does the manufacturer have in place a third party certified quality assurance program that conforms to ISO 9001, ISO 9002, ANSI/ASQC Q91, or ANSI/ASQC Q92?	YES	
	7 4 10 11 10 40 40 1, or 7 4 10 11 10 40 402 .	NO	
	List the standard used :		
3.	Do all items submitted per this Specification meet and/or exceed the requirements of the Technical Provisions Section 2?		
		NO	
	PROPOSAL - VENDOR INQUIRY		
1.	Does your firm accept payment by EFT/ACH?YN (Electronic Funds Transfer (EFT) by Automated Clearing House ((ACH))	
2.	Does your firm accept payment by credit card (Visa)?Y NOTE: The City of Tacoma will not accept price changes or pay when a credit card is used.		ees
3.	Prompt Payment discount offered, days. Only discounts offered of 20 days or more will be considered for burposes.	oid evaluati	on

PROPOSAL - REFERENCES DATA SHEET

(AS DESCRIBED IN SECTION 1.01.3A)

Five (5) Utility references are the absolute minimum allowed

UTILITY NAME AND ADDRESS	YEAR PRODUCT SOLD	CONTACT NAME	TELEPHONE NUMBER

SUB-VENDOR DATA SHEET

(AS DESCRIBED IN SECTION 1.01.4)

	SUB-VENDOR NAME AND ADDRESS	CONTACT NAME	TELEPHONE NUMBER	DESCRIPTION OF WORK PROVIDED
=				
-				

SECTION 1 – SPECIAL PROVISIONS

1.01 - SCOPE OF BID

<u>1.01.1 - PURPOSE</u>

The purpose of these Specifications is to define the scope for supply of materials that meet the minimum requirements as to quality, function, and capacity as outlined in the Special and Technical Provisions that follow.

1.01.1A - AWARD OF CONTRACT

With this solicitation, the City intends to award a single contract and does not anticipate award to multiple Suppliers. Regardless, the City reserves the right to award to one or more Suppliers, or make no award, in the best interest of the City.

<u>1.01.2 - DEFINITIONS</u>

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

Term	Definition		
RESPONDENT	A potential Supplier offering a submittal to supply equipment in accordance with these Specifications		
SPECIFICATION	This document, detailing the scope of supply		
SUPPLIER	The Respondent(s) awarded a contract pursuant to these Specifications		
SUBVENDOR	Any Supplier of parts, materials, and/or services to the vendor under these Specifications		
EQUIPMENT/ MATERIAL	A fully functional piece of equipment/material supplied and tested in accordance with these Specifications		
MANUFACTURER	The original manufacturer of the equipment/material		
ENGINEER	The project engineer and/or contract administrator		
CITY	The City of Tacoma, Tacoma Power		
DELIVERY TIME	The length of time starting at the date of Supplier receipt of a purchase order, purchase order release, or Notice to Proceed and ending at the time that the item(s) are received at Tacoma Power		

1.01.3 - QUALIFICATIONS

To further detail the requirements of Section 1.18.A.6 of the City of Tacoma Standard Terms and Conditions, only submittals which offer products from manufacturers experienced in the supply of materials as detailed within these Specifications over a period of *five (5) years* or more will be considered responsive. The City shall be the sole judge of the Respondent's ability to meet the requirements of this paragraph.



1.01.3A - REFERENCES

Each Respondent shall complete the "References Data Sheet" as included in the Proposal Sheets. A minimum of five (5) US utility references over the past five (5) years is required.

1.01.3A.1 - CHANGE OF OWNERSHIP

References are intended to be for material/equipment currently supplied under the proposed manufacturer's name. References for material/equipment that has been previously supplied under a different Company's name shall be clearly noted on the reference list.

1.01.3A.2 - DEFINITION OF REFERENCED UTILITIES

The Respondent shall list as references, only those utilities that have purchased material/equipment as the Respondent proposes to offer to the City, on this proposal.

1.01.3B - RESPONDENTS ORIGINATING FROM OUTSIDE THE UNITED STATES

Respondents that originate bids from outside the legal jurisdiction of the United States of America will be subject to the City of Tacoma's Legal Department opinion as to the viability of possible litigation pursuant to a supply contract resulting from these Specifications. If it is the opinion of the City of Tacoma's Legal Department that any possible litigation would be beyond reasonable cost and/or enforcement the bid may be excluded from evaluation.

<u>1.01.4 - SUB-VENDORS</u>

The Respondent shall list, on the "Proposal – Sub-Vendor" sheet, all sub-vendors it intends to use to fulfill requirements in any part of these specifications. Included in the listing shall be the sub-vendor's name, address, and telephone number; contact name; and description of work they will perform. It shall be the responsibility of the awarded Supplier to police, enforce, and ensure that all work performed by any sub-vendor shall be in accordance with these Specifications.

The Respondent agrees that should the identified sub-vendor(s) become unavailable for any reason, the Supplier(s) shall identify a suitable replacement, subject to the approval of the City. In addition, the City reserves the right to request and require a change in the sub-vendor(s) utilized by the Supplier based upon a history of poor performance or evidence of unsafe work practices. Sub-vendor organizational changes are expected to be communicated to the City immediately. Failure to do so could result in the cancellation of the Contract.

1.02 - ALTERNATE BIDS

1.02.1 - ALTERNATE BID SUBMITTAL

All bids including alternates shall include an original Signature Page. Each bid package submitted must be returned with the Respondent's proposal completed as directed, including all data requested.

1.02.1A - ALTERNATE BID PROPOSALS

Alternate bid proposals must be submitted as a separate bid package and identified as "**ALTERNATE**".

1.02.1B - ALTERNATE MATERIALS

If the Respondent elects to bid alternative equipment a Substitution Request



Form (Appendix B) must be submitted by email to Erica Pierce, epierce@cityoftacoma.org, a minimum of seven (7) business days prior to the submittal deadline. Respondents will be notified of an approved or rejected Substitution Request Form no later than five (5) business days prior to the submittal deadline.

An approved Substitution Request Form shall not indicate acceptance of the alternate by the City. Complete data must be submitted with the bid. The data shall demonstrate that the alternative item is of a quality equal to or better than that specified and has the required characteristics for the intended use. Failure to submit such data will render the bid **non-responsive**.

1.02.1C - ALTERNATE EVALUATION

Upon request, the Respondent shall furnish to the City, within five (5) working days, additional information relating to such alternative items as the City may require. The City shall be the sole judge as to the equality and suitability of a proposed alternate. The decision of the City as to what items are equal shall be final and conclusive.

1.03 - SUPPLEMENTAL INFORMATION

The information requested in the following section shall be included with the submittal and will be referenced during evaluation process. Refer to Special Provisions Section 1.04.2.

1.03.1 - PLANT BROCHURE

The Respondent is to include an informational plant brochure with their submittal.

1.03.2 - MANUFACTURER'S QUALITY ASSURANCE POLICY

One (1) copy of the manufacturer's internal "Quality Assurance" policy for the materials to be supplied shall be included with the submittal. The documentation shall include third party certification. The policy documents shall include examples of inspection processes and quality control measures utilized to insure supply of a quality product.

1.04 - EVALUATION & AWARD

Respondents are to provide unit or lump sum pricing for each line item, which will be summed for a subtotal price. Subtotals will be compared amongst each Respondent, including any offered payment discount terms of 20 days or more.

1.04.1 - AWARD OF CONTRACT

The Contract will be awarded to the lowest responsible Respondent(s) delivering a responsive submittal in compliance with these Specifications, provided such submittal is reasonable and it is in the best interests of the City to accept. The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The award of this contract will not be based on cost alone, as other factors will be considered in the evaluation criteria.

1.04.1A - PRICING CONDITIONS OF SPECIAL SECTION 1.08.4

Those bids that do not accept the pricing conditions of Special Provisions Section 1.08.4 may be considered **non-responsive**.

1.04.2 - EVALUATION CRITERIA

In evaluating the proposals, the City will consider any or all of the following:

- Compliance with Specifications
- Proposal prices, listed separately if requested, as well as a lump-sum total
- Minimum order requirements



1.04.2A - OTHER ELEMENTS

The City may also take into consideration other criteria for determining award. Other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to and the benefits to be derived by the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

1.05 - CONTRACT

1.05.1 - CONTRACT PERIOD

The contract is intended for a minimum of <u>three (3) years</u> from the award date of the contract. The Award Date of Contract is the date that the City of Tacoma Purchasing Division issues the contract. This occurs after the Tacoma Public Utilities Board approves the award of the contract.

1.05.2 - CONTRACT EXTENSIONS

Two contract extensions of up to one year per occurrence may be considered upon mutual agreement of both parties to extend the contract under the same terms and conditions of the original contract.

1.06 - SAFETY AND STANDARDS

The Items supplied shall meet appropriate ANSI, OSHA, WISHA, and all federal, state, and local standards for its intended use. Refer to Technical Provisions Section 2.01.4 for specific industry standards that apply to the Specifications of this bid.

1.07 - MATERIALS, DESIGN, WORKMANSHIP, AND TRADE NAMES

Unless otherwise noted in this Specification, all materials and equipment incorporated into any item covered by the Specifications 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 practices.

1.08 - PRICING AND PURCHASE ORDERS

1.08.1 - QUANTITIES AND PURCHASE ORDERS

The quantities listed on the Proposal Pricing Sheets are an estimate only, and are based on historical data gathered from the previous six (6) years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract. The City reserves the right to increase or decrease quantities under this contract and pay according to the unit prices quoted in the proposal. Refer to City of Tacoma Standard Terms and Conditions Section 1.35. The purchase order will be delivered to the Supplier by email.

1.08.1A - WORKING DAYS

Working days are weekly Monday through Friday. City observed holidays as listed in City of Tacoma Standard Terms and Conditions Section 1.24 are not included.

1.08.2 - FREIGHT CHARGES LESS THAN FULL LOAD

Orders will be placed to achieve full load deliveries when possible. A full release quantity for this material is assumed to be 40,000 lbs. or above. On occasion an order may be placed for less than a full load. At the vendors discretion freight charges will be allowed on these deliveries to achieve the full load freight charge as quoted on the "Proposal – Additional Freight Terms" sheet. The allowed freight charge will be based on the percentage of weight remaining to achieve the full load weight of 40,000 lbs.

The freight charge offered on the "Proposal – Additional Freight Terms" sheet will be considered in the bid evaluation based upon three events per year with a 50% of full load.

EXAMPLE CALCULATION:

Step	Action	Value
1	Freight Charge as offered on the Proposal page:	\$500.00
2	Determine the weight of the load	30,000 lbs.
3	Determine the load weight as a percentage of the full load (30,000 lbs./40,000 lbs.)	75%
4	Calculate the allowed freight charge: (\$500 x 75% = \$375) (\$500 – \$375 = \$125)	\$125.00

1.08.3 - TOLL CHARGES

The Supplier may request reimbursement for highway and bridge toll charges encountered during the transportation of materials. The initial crossing fee will be paid by the Supplier to be reimbursed at the actual price paid upon submittal of the receipt.

1.08.4 - SEMI-ANNUAL PRICING ADJUSTMENT

On a semi-annual basis, according to the schedule listed below, the unit prices of the items bid will be adjusted reflecting the percentage change of Series *ID PCU3211143211141* – "Wood Preservation" of the Producer Price Index as published by the Bureau of Labor Statistics of the U.S. Department of Labor. Refer to "Appendix A" for historical index data.

1.08.4A - SCHEDULE OF UNIT PRICE ADJUSTMENTS

Unit prices will be adjusted on or about the dates listed below contingent upon the publication of the Producers Price Index.

Date of Adjustment	Month of PRODUCER PRICE INDEX to be referenced for adjustment		
January 15, 2023	December 2022		
July 15, 2023	June 2023		
January 15, 2024	December 2023		
July 15, 2024	June 2024		
January 15, 2025	December 2024		
July 15, 2025	June 2025		

1.08.4B - APPLICATION

Purchase orders will reflect the semi-annual pricing in effect within the period of the purchase order creation, <u>not at the time of shipment.</u>



1.09 - DELIVERY

Following the receipt of a purchase order, contract materials are to be delivered within the maximum time frame specified by the Supplier on the "Proposal – Additional Freight Terms" sheet. The delivery time will be enforced for all releases of this contract and any contract renewals. Liquidated Damages may apply when the maximum time stated for delivery is not met.

1.09.1 - LIQUIDATED DAMAGES

If the stated number of delivery days as listed on the Respondent's Proposal is not met, the City reserves the right to refuse acceptance of the products and purchase them elsewhere. The contractor will reimburse the City for all excess costs over the contract price. If not purchased elsewhere, the contractor agrees to pay liquidated damages for any delay in delivery exceeding 15 calendar days beyond the required delivery date.

Because of the difficulty in computing the actual damages/costs which will result from failure to deliver the equipment/material under this contract on time, the amount of liquidated damages are estimated to be 2% of the purchase order release value per day. The maximum Liquidated Damages to be imposed would be 50% of the value of the release. Said sum shall not be considered as a penalty but as liquidated damages that the City will suffer by reason of the failure of the Supplier to deliver equipment/material hereunder.

1.09.1A - PAYMENT OF LIQUIDATED DAMAGES

Any moneys due the Supplier, or to become due to the Supplier 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 Supplier shall immediately pay any deficiency to the City. Such deductions or amounts retained by the City shall not release the Supplier to any degree whatsoever from further obligation and liability with respect to fulfilling the entire contract.

1.09.1B - CLAIMS BY THE CITY

Nothing contained herein shall preclude claims by the City for damages caused by Supplier errors, omissions, or negligence unrelated to delay in completing the contract on time.

1.09.2 - FORCE MAJEURE

Delays caused by problems beyond the control of the Supplier, if fully documented and submitted to the City, may be excused. Refer to City of Tacoma Standard Terms and Conditions Section 1.35.L.

1.09.2A - TERMINATION OF PURCHASE ORDER RELEASE(S)

If the delay will extend beyond 10 working days, the City may exercise the right to terminate any and all purchase order releases that are affected by the delay and obtain the items required from other sources.

1.09.2B - DUE DILIGENCE

It shall be the responsibility of the Supplier to provide the City with adequate documentation to demonstrate that the Supplier exercised due diligence in endeavoring to avoid the delay.

1.09.3 - SHIPPING REQUIREMENTS

The Supplier shall be responsible for industry standard packing that conforms to the requirements of the carrier's tariffs and the ICC regulations.



Transmission wood poles shall be shipped in such a fashion that they will arrive at the City without transit-associated damage. A complete packing list must be included. A reference to the City of Tacoma purchase order number shall be noted on the packing list.

1.09.3A - LABELING

The material/equipment must be clearly marked as to lot number, destination, address, and purchase order number.

1.09.3B - SUBCONTRACTOR (SHIPPING COMPANY)

The City reserves the right to request and require a change in shipping company utilized by the Supplier based upon history of damaged goods delivered to the City and/or evidence of unsafe work practices by the shipping company.

1.09.3C - SHIPPING NOTICE

The shipper shall notify the Tacoma Power Warehouse a minimum of **24** hours prior to arriving at delivery destination. This notice may be sent **via phone or email** and is required to convey final delivery information and insure sufficient staff available to unload cargo.

Tacoma Power Warehouse				
Contact	Keith Wawrin			
Phone Number	(253) 502-8760			
Email Address	kwawrin@cityoftacoma.org			

1.09.3D - DELIVERY TIMES

The deliveries of treated poles shall arrive between the hours of 8:00 a.m. – 12:00 p.m. and 1:00 p.m. - 2:00 p.m. Tuesday through Thursday excluding City observed holidays (City of Tacoma Standard Terms and Conditions Section 1.24); unless other prior arrangements have been made.

1.09.3E - DELIVERY LOCATION

Transmission wood poles shall be delivered to the address noted below unless otherwise directed by the purchase order release:

Tacoma Power Southwest Substation Pole Yard 4102 South 74th Street Tacoma, Washington 98409

1.09.3E.1 - ALTERNATE DELIVERY LOCATION

The City retains the option to have the merchandise delivered to an alternate facility or on-site within a 35-mile radius of the Tacoma Power Warehouse without incurring additional freight charges.

1.09.4 - SAFETY DATA SHEET (SDS)

Vendors must submit a manufacturer's Safety Data Sheet (SDS) that complies with OSHA and WISHA guidelines for Hazard Communications Standard WAC 296-62-054 requirement for items identified as hazardous materials or items in whose normal use produce a hazardous material.



1.10 - INSPECTION & WARRANTY

All goods are subject to final inspection and acceptance by the Engineer and/or Tacoma Power Warehouse employees.

1.10.1 - FAILURE OF INSPECTION

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

Charges for dismantling and reinstallation of materials furnished pursuant to the Contract will be the responsibility of the Supplier only when a change out or replacement is required because of a suspected or known design defect or large scale failure of manufacturer's quality control system.

1.10.2 - FACTORY INSPECTION

The Engineer/Contract manager shall be permitted to inspect the treating plant and seasoning yards at any time during the course of the contract and to perform a "quality audit" of the facility.

1.10.2A - QUALITY ASSURANCE AUDITS

The City or its representative may audit the quality assurance program at any time prior to and during the Contract period or its extensions.

1.10.2B - QUALITY ASSURANCE DOCUMENTATION

The manufacturer shall provide, when requested, access to and copies of quality assurance documents 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.

1.10.2C - FACTORY ASSISTANCE DURING INSPECTION

The manufacturer shall have engineering, manufacturing, quality control, and operational factory personnel available who speak technical and conversational English without the need of an interpreter.

1.10.3 - WARRANTY

Unless a longer period is specified, the Supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within **one year** from the date of commencement of use, however, said warranty period shall not extend beyond **eighteen months** after date of receipt by the City.

When the Supplier is not the manufacturer of the item of equipment, Supplier agrees to be responsible for this warranty and Supplier is not relieved by a manufacturer's warranty.

1.10.3A - WARRANTY PERIOD EXTENSION

The Contract warranty period shall be suspended from the time a significant defect is first documented by the City until the material is repaired or replaced by Supplier and accepted by the City. In addition, in the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.



1.10.3B - WARRANTY WORK

The City has determined that the physical repair of material/equipment, under warranty, is generally not possible due to the nature of the material - wood. If the deviation can be corrected through retreatment then supplier will bear all transportation costs and treatment costs associated with making the correction and returning the item to Tacoma Power.

1.10.4 - FOREMAN'S STAMP

The plant foreman shall stamp the serial number pole tag (See Technical Provisions Section 2.04.1C) to certify that the pole meets all technical requirements of these specifications.

1.10.5 - DATA CONFIRMATION AND CORRECTION

Upon receipt, Tacoma Power will audit the items against the data received, per Technical Provisions Section 2.07, for accuracy. Any required corrections of the data shall be completed and resubmitted to Tacoma Power in a timely fashion to the satisfaction of the Engineer. If it is found that inaccurate data is a reoccurring event this may be used as grounds for termination of the contract.

1.11 - INVOICES & PAYMENT

1.11.1 - INVOICES

All items called for in these Specifications, including, but not limited to, the necessary drawings and test results, must be supplied to the City before the final invoice can be processed. Invoices shall be submitted per City of Tacoma Standard Terms and Conditions Section 1.39.

1.11.2 - PAYMENT

Upon certification by the Engineer and/or appropriate warehouse personnel that the items have been received in accordance with the Specifications and are in satisfactory condition, a 100 percent payment will be made in accordance with Sections 1.43 and 1.44 of the City of Tacoma Standard Terms & Conditions. Payment methods include:

1.11.2A - UNSATISFACTORY PERFORMANCE

In the case of unsatisfactory performance, the payment shall be made after the Supplier has made the necessary repairs and/or modifications and satisfactory performance is obtained, or the unit is replaced.

1.12 - EQUITY IN CONTRACTING

The City of Tacoma is committed to encouraging firms certified through the <u>Washington State</u> <u>Office of Minority and Women's Business Enterprise</u> to participate in City contracting opportunities. See the TMC 1.07 Equity in Contracting Policy at the City's <u>Equity in Contracting Program website</u>.

1.13 - STANDARD TERMS AND CONDITIONS

City of Tacoma <u>Standard Terms and Conditions</u> apply. The provisions found in Section 1 and Section 2 of this specification will prevail over any conflicting provisions found in the City of Tacoma Standard Terms and Conditions.

SECTION 2 - TECHNICAL PROVISIONS

2.01 - SCOPE

These specifications cover the requirements of Transmission wood poles.

2.01.1 - APPLICATION

The wood poles purchased per this specification will support components and equipment for Transmission, Distribution, and Secondary electrical utility applications. The structures will be designed per ANSI C2, National Electrical Safety Code.

2.01.2 - INSTALLATION PRACTICE

The vast majority of the wood poles will be direct embed with native or select backfill. They will be located within road right-of-ways, private property, and utility easement corridors.

2.01.3 - DEFINITIONS

The terms used in this specification shall be as defined in ANSI O5.1 unless otherwise noted.

2.01.4 - STANDARDS

All wood poles supplied shall meet the most recent editions of the following standards and all others that are applicable as referenced in these specifications:

Standard Number	Standard Title		
ANSI O5.1	Wood Poles – Specifications and Dimensions		
ANSI C2	National Electric Safety Code		
AWPA T1	Use Category System: Processing and Treatment Standard		
AWPA U1	Use Category System: User Specification for Treated Wood, Commodity Specification D: Poles		
AWPA P35	Standard for Pentachlorophenol (PCP)		
AWPA P39	Standard for 4,5-Dichloro-2-N-Octyl-4-Isothiazolin-3-One (DCOI)		
AWPA HSA	Standard for Hydrocarbon Solvent, Type A		
AWPA M6	Brands Used on Preservative Treated Materials		

2.02 - WOOD POLE SPECIES

The following wood species will be accepted per this specification

Proposal Common Name		Genus and Species	Code Letters	
Transmission Poles	Douglas Fir, Coastal	Pseudotsuga menziesii	DF	

2.03 - REQUIREMENTS

Unless specifically stated the requirements of ANSI O5.1 shall be followed. Wood Pole Use category shall be 4C according to AWPA U1 Commodity Specification D: Poles.

2.03.1 - DOUGLAS FIR, COASTAL

The following are the requirements for poles supplied for Transmission Poles.

2.03.1A - RATE OF GROWTH

The rate of growth is based on Section 5.1.4 of ANSI O5.1 and shall be measured as follows:

Item	Requirement		
Sample Location	The butt of pole		
Depth of Sample	3 inches from surface of the pole		
Maximum Rate of Growth	8 growth rings per inch (minimum # rings/inch) in the outer 3" of the butt		

2.03.2 - SPLITS

The top fifteen percent (15%) of the pole shall not have any splits. (Split is a lengthwise separation of the wood extending completely through the piece from one surface to another.)

2.03.3 - CHECKS

All checks shall meet the following requirements:

Dimension	Requirement
Maximum Depth	no deeper than the pith
Maximum Width	no wider than one-half inch (1/2") at the surface

2.03.4 - **ROOFING**

The pole shall be neatly sawed flat and perpendicular to the length of the pole prior to treatment.

2.03.5 - STAR LOCK

A "Star Lock", manufactured by The Bayne Company of Spokane, WA or equivalent as approved by Tacoma Power's engineer, shall be installed in the top of the pole prior to seasoning and treatment to prevent splits or deep checks.

2.04 - MARKING OF POLES

All poles shall be permanently marked as follows:

Location	Requirements
The Butt of the Pole	Branded or tagged per section 7.5 of ANSI O5.1Serial Number Pole Tag
The Face of the Pole (See Figure 1)	 Manufacture Pole Tag per ANSI O5.1, 14ft. from butt of pole. Serial Number Pole Tag

2.04.1 - REQUIREMENTS FOR POLE TAGS

A <u>Manufacture Pole Tag</u> and <u>Serial Number Pole Tag</u> shall be supplied on each pole per the descriptions and Figure 1 below.

2.04.1A - DRILLED RECESS

The pole tags shall be installed within a 2" diameter drilled recesses approximately 1/2" deep located on the center of the face of the pole.

2.04.1B - MANUFACTURE POLE TAG

The manufacture pole tag shall be 1-15/16" Aluminum Disc set with an aluminum or galvanized nail with the following information:

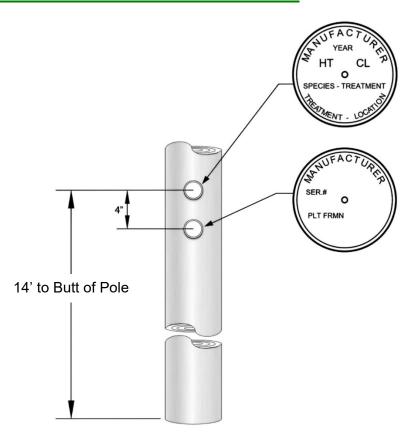
- Suppliers Name
- Treatment Year
- Pole Length
- Pole Class
- Treatment Plant Location
- Species of wood per AWPA M6
 - ➤ DF Douglas Fir
- Treatment Type per AWPA M6
 - PA Pentachlorophenal in Petroleum
 - ➤ DA DCOI in HSA

2.04.1C - SERIAL NUMBER POLE TAGS

The manufacture shall provide two 1-15/16" Aluminum Discs set with an aluminum or galvanized nail. The tag shall include the following information:

- A <u>serial number</u> that shall be sequential and non-repeating.
- The stamped initials of the *plant foreman* that approves the shipment of the pole.
- The tags shall be located:
 - on the face of the pole as shown below in Figure 1
 - □ on the butt of the pole Serial Number Only.

FIGURE 1 - POLE TAGS ON FACE OF POLE



2.05 - WOOD POLE TREATMENT

The following treatment specifications are required for wood poles supplied per this specification.

2.05.1A - TREATMENT PROCESS

The Douglas Fir poles supplied per this specification are to be full-length pressure treated per AWPA U1 and T1 with Pentachlorophenol (AWPA P35 and HSA) or DCOI (AWPA P39 and HSA).

2.05.1B - INCISING

The entire pole shall be incised to a minimum depth of one-half inch (1/2"). The pattern shall be such as to ensure a uniform penetration of the preservative. The incisions shall be clean cut and not cause the sapwood to splinter or be loosened from the heartwood.

2.05.1C-THROUGH BORING

The poles shall be through bored on **the face of the pole** with 1/2" holes prior to treatment per Figure 2. The holes shall be drilled to a **5 degree slope** for moisture drainage.

The area of the poles to be through bored shall be:

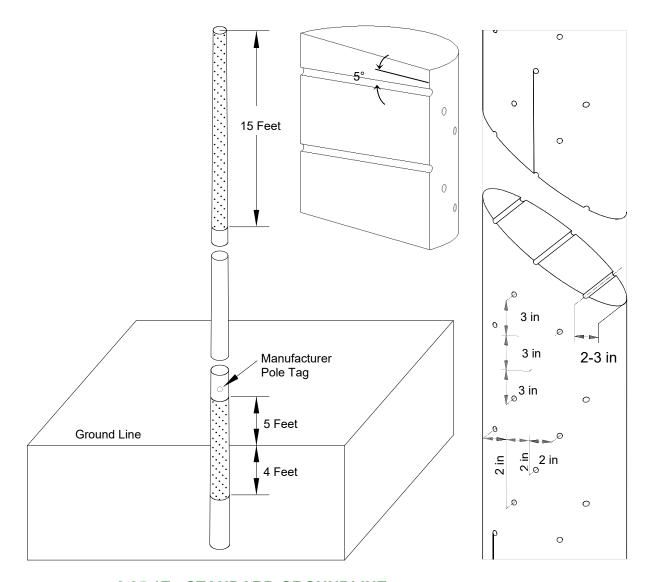
Location on Pole	Area
Below Groundline	4 feet
Above Groundline	5 feet
Top of Pole	15 feet

2.05.1D - RETENTION AND PENETRATION

Treatment retention and penetration shall be in accordance with AWPA U1 and T1, Commodity Specification D: Poles, Pressure Process, Use category 4C.



FIGURE 2 – THROUGH BORING



2.05.1E - STANDARD GROUNDLINE

The standard groundline distances from butt of the pole for transmission poles are listed in the table below. Through-boring measurements at the groundline also measured from the butt of the pole (all distances are in feet):

Pole	Groundline		Through- Boring		Pole Groundline		ugh- ing
Length		From	То	Length		From	То
65	8.5	4.5	13.5	90	11.0	7.0	16.0
70	9.0	5.0	14.0	95	11.0	7.0	16.0
75	9.5	5.5	14.5	100	11.0	7.0	16.0
80	10.0	6.0	15.0	105	12.0	8.0	17.0
85	10.5	6.5	15.5	110	12.0	8.0	17.0



2.06 - POST TREATMENT

The intent of post treatment is to minimize the amount of surface residues which are available to migrate to the environment, and soil clothing of workers and the public. The requirements below approximate those found in the **Best Management Practices** (BMPs) as developed by the Western Wood Preservers Institute and the Canadian Institute of Treated Wood.

2.06.1A - ACCEPTABLE PROCESSES

The following processes are acceptable to reduce residual surface treatment.

- Steaming After the final vacuum is pulled during the treatment process a final steaming is applied to remove excess preservative solution from the surface of the pole.
- Expansion Bath An expansion bath may be used in accordance with AWPA T1

2.06.1B - CONDITION OF POLES PRIOR TO DELIVERY

Visual inspection of poles shall be done to check for cleanliness and dryness prior to delivery to insure that there are no excessive residual materials or preservative deposits. Poles that are not clean and dry shall be rejected prior to delivery and set aside. **Bleeders will not be accepted.**



APPENDIX "A" – PRODUCER PRICE INDEX

Data extracted on: September 30, 2022 (6:30:46 PM)

PPI Industry Data

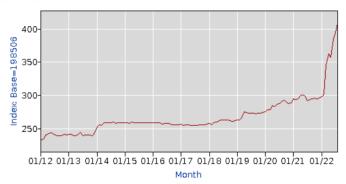
Series Id: PCU3211143211141

Series Title: PPI industry data for Wood preservation-Wood poles, piles, and posts owned and treated by the same establishment, not seasonally adjusted

Industry: Wood preservation

Product: Wood poles, piles, and posts owned and treated by the same establishment

Base Date: 198506



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	233.2	234.4	240.4	241.8	244.2	243.8	240.8	239.9	240.0	239.8	242.1	241.1
2013	241.8	241.8	240.0	239.8	242.2	244.8	240.0	240.4	241.3	241.4	239.7	244.1
2014	252.7	255.8	254.8	259.5	258.9	259.0	259.0	260.2	258.5	259.6	259.6	259.6
2015	259.6	259.6	258.5	260.3	259.5	259.5	258.9	258.9	259.4	258.9	258.9	258.9
2016	258.9	259.2	259.1	259.5	256.8	257.9	258.5	257.9	256.6	256.5	255.9	256.5
2017	257.0	255.3	256.2	256.4	255.5	255.3	255.2	255.2	256.4	256.2	256.1	257.3
2018	258.0	256.7	259.3	260.6	261.6	263.7	263.1	263.1	263.9	262.3	261.4	262.3
2019	263.7	263.9	266.2	275.6	275.2	273.2	274.0	273.2	272.4	273.2	273.4	274.3
2020	275.5	278.9	278.4	284.5	283.7	286.8	288.2	290.6	292.9	289.9	287.9	289.4
2021	295.1	293.7	294.8	299.7	301.5	298.8	292.401	293.745	295.433	296.385	295.211	295.908
2022	297.771	302.757	346.871	362.569	358.071(P)	385.501(P)	394.085(P)	409.356(P)				
P: Preliminary. All indexes are subject to monthly revisions up to four months after original publication.												

APPENDIX B

SUBSTITUTION REQUEST FORM



Tacoma Public Utilities

SUBSTITUTION REQUEST FORM

Specification No. PT22-0291F

Prospective bidders may request the use of substitute materials below.

All requests must be submitted electronically, via e-mail to trico@cityoftacoma.org no later than seven (7) business days prior to the submittal deadline.

Manufacturer/Model:
Manufacturer Contact Information
Name/Title:
Phone Number:
E-Mail:
Describe the differences between the proposed substitution and specified material:
Please attach documentation from manufacturer that certifies the material meets all the criteria outlined in Technical Specifications of this bid specification.
Contractor Name:
Preparer Name/Title:
Mailing Address:
Phone Number:
E-Mail:
Signature:



Tacoma Public Utilities

INTERN	AL USE ONLY						
	Approved as Substitute*						
	Rejected – Material Not Acceptable						
	Rejected – Inadequate Information						
	Rejected – Request Received After Deadline						
*Subject to review and approval of submittal documents							
Remarks							
Reviewe	er Name/Title:						
Signatu	re:Date:						