

THIS IS NOT AN ORDER All prices quoted shall be F.O.B. Destination, Freight Prepaid and Allowed

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REQUEST FOR QUOTATION 6000050011

Return Bids By 11:00 AM, 01/12/2021 to: sendbid@cityoftacoma.org

Erica Pierce ABN 4th Floor NE 3628 South 35th Street Tacoma WA 98409 Ph. 253 502 8332 Fax.253 502 8372

Material will ship to:

Power Warehouse 3628 S 35th St (Rear) Tacoma WA 98409

RFQ Information		
Collective Bid #	TP20-039	92F
Bid Issue Date	12/28/202	20
Vendor Number	109226 V	VEB VENDOR FOR RFQ
Vendor Informatio	n (vendor t	o complete)
Firm Name:		
Address:		
City/State/Zip		/ /
Phone/Fax		1
E-Mail		
Contact Name		
Payment Terms	%,	days (e.g. 2% 10,N30)
Tacoma Bus. Lic. #		
Taxpayer ID #		
SIGNATURE OF PERSON A	UTHORIZED TO	
x		DATE://
NAME :		
TITLE :		

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	The City of Tacoma, Tacoma Power is soliciting bids for a one (1) year contract to provide warehouse stock items on an as-needed basis for the period of January 15, 2021 through January 14, 2022 with option for an additional four(4) one-year renewals. One price adjustment will be allowed at the time of each contract renewal. ONLY FIRM PRICES WILL BE ACCEPTED FOR THE FIRST YEAR OF THE CONTRACT.					
	IF AFTER THE FIRST YEAR OF THE CONTRACT THE CITY CHOOSES TO EVALUATE THE POSSIBLE EXTENSION OF THE CONTRACT, PLEASE LIST BELOW THE MAXIMUM PERCENTAGE PRICE ESCALATION THAT WOULD BE OFFERED.					
	Year 2%					
	Year 3%					
	Year 4%					
	Year 5%					



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	ALL PRICE ESCALATIONS QUOTED FOR YEARS 2 through 5					
	SHALL BE A PERCENTAGE INCREASE OF THE PREVIOUS YEAR'S PRICE.					
	Multiple contracts may be awarded from this bid although the					
	preference is for one contract for all items. Only firm pricing will be					
	accepted. The quantities shown are estimates only and not a guarantee for any particular dollar or unit volume.					
	NOTE: On the attached general terms and conditions, item # 9 does					
	not apply to these stock items on this bid. Any equivalents submitted on					
	this bid will be evaluated by the Tacoma Public Utilities Material					
	Evaluation Committee at a later date for future contracts.					
	Any bidder may be notified to clarify their bid proposals. This action					
ĺ	shall not be construed as negotiations or an indication of intentions to					
	award. The bidder must be able to provide the information within two					
	(2) business days.					
	All bid pricing shall be FOB Destination, freight prepaid and included in					
	the unit price.					
	Updated Products: During the contract term, if items on the contract are					
	being replaced and updated by the manufacturer, the supplier may					
	submit the manufacturer information, technical specifications and					
	pricing to the Purchasing Division for consideration. The supplier shall					
	provide this updated product information to the Purchasing Division as					
	soon as it becomes available by the manufacturer. If the replacement					
	product is not approved, the vendor will be notified and the current item					
	on the contract will be removed.					
	Additional Products: The City of Tacoma reserves the right to add					
	additional products with mutual agreement of the supplier as long as					
	the same pricing structure/discount percentage applies, as given in the					
	original contract.					
	The City has an interest in measures used by its suppliers to ensure					
	sustainable operations with minimal adverse impact on the					
	environment. Please state whether your firm has a formal sustainability					
	program or policy and, if so, please submit a copy with your proposal.					



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	Description	Date				
	Any sustainability program should address recycling, re-use of					
	materials, and reduction of waste. Please list measures such as					
	alternative fuel vehicles, recycling measures, and energy reduction					
	measures used by your firm in its operations.					
	Other governmental entities in the State of Washington could					
	potentially enter into contracts with the successful bidder(s) based on					
	the same terms and conditions, through Interlocal Cooperative					
	Purchasing provisions. The estimated usage listed in this solicitation					
	does not include any Interlocal Cooperative usage, nor is it guaranteed.					
	Please extend net price and provide net total value.					
	Circle or underline the model/brand quoted or bid may be considered					
	non-responsive. Delivery date will default to two weeks ARO if vendor					
	fails to provide.					
	Minimum order quantities not matching the amounts shown may not be					
	accepted.					
	***The City of Tacoma will accept e-mailed bid submittals sent to					
	sendbid@cityoftacoma.org for this solicitation. Please include the					
	Collective Bid Number, TP20-0392F in the subject line of your e-mail.					
	Bids are subject to the submittal deadline noted in the bid solicitation					
	document. The time of e-mail receipt will be considered as the time of					
	submittal.					
	SUBMITTALS MAY BE FAXED TO 253-502-8372.					
	WE ARE UNABLE TO VERIFY RECEIPT OF SUBMITTALS DUE TO					
	THE LARGE VOLUME OF SUBMITTALS RECEIVED.					
	RESPONSES MUST BE SUBMITTED ON THE PROVIDED CITY OF					
	TACOMA BID SOLICITATION FORM. VENDOR SIGNATURE IS					
	MANDATORY.					
	Purchasing related questions: Erica Pierce, epierce@cityoftacoma.org					
	י מוכוזמסווע וכומנכט קטבסווטווס. בווטמ רופונש, פטופונששטונטטוומנטווומטון					
L	1		1	1	1	



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
10	10136			200	EA		
		DECAL,LOGO,TACOMA POWER,PEEL & STICK					
		DECAL, LOGO, TACOMA POWER, PEEL AND STICK,					
		BLACK PRINT, ONE SIDED NO BLEEDS, ON WHITE					
		CALENDERED VINYL.					
		MUST BE UV RESISTANT FOR OUTDOOR USE.					
		APPROVED COLORS FOR VINYL: CALON #02 WHITE					
	Material	3M #7725-10 WHITE # Manf Part# Manufacturer Name					
	10136	DD-10136 DESIGNER DECAL					
	10130	DE-10130 DEGIGINER DEGAL					
20	10137	DECAL,LOGO,TACOMA WATER,PEEL & STICK		100	EA		
		DECAL, LOGO, TACOMA WATER, PEEL AND STICK,					
		BLACK PRINT, ONE SIDED NO BLEEDS, ON WHITE CALENDERED VINYL.					
		MUST BE UV RESISTANT FOR OUTDOOR USE.					
		MOST BE OV RESISTANT FOR OUTDOOR OSE.					
		APPROVED COLORS FOR VINYL: CALON #02 WHITE					
		SPARCAL #2010 WHITE					
		3M #7725-10 WHITE					
	Material	# Manf Part# Manufacturer Name					
	10137	DD-10137 DESIGNER DECAL					
30	21439			100	EA		
		LABEL,3IN X 14IN,DANGER BURIED CBL					
		LABEL, SAFETY, "DANGER BURIED ELECTRIC CABLE",					
		3IN X 14IN, ARROW POINTING DOWN (SEE SAMPLE					
		FOR LETTERING, STYLE, ETC.), TO BE USED ON					
		SECONDARY MARKER. PERMANENT ADHESIVE BACK					
		AND BACK SLIT.					
		NO SUBSTITUTE					
	Material						
	21439	60091-2 DESIGNER DECAL					



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40	21428	SIGN,2-1/4IN X 4-1/2IN,HIG SIGN, "DANGER HIGH VOL	H VOLTAGE TAGE KEEP OUT", VINYL WITH K, 2-1/4IN HIGH X 4-1/2IN WIDE.		200	EA		
	Material 1001083 1000680	DD-21428-TP	DESIGNER DECAL					
50	21317		T AND RIGHT, ADJUSTABLE, WITH 1-5/8IN REPLACEABLE		4	PR		
	Material 21317		nufacturer Name SHLIN					
60	21345	GAFF,#14,POLE CLIMBING GAFF,BASHLIN,#14,WITH S			3	PR		
	Material 21345		nufacturer Name SHLIN					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
70	21415				4	PR		
-		PAD,CLIMBER,W/VEL	CRO STRAP					
			HON WRAP 4IN WIDE, WITH					
		INSERT, 3/4IN PADDI	NG, ADJUSTABLE VELCRO					
		STRAPS.						
		** NO SUBSTITU						
	Material	# Manf Part#	Manufacturer Name					
	21415	3502	BUCKINGHAM					
80	21416	POUCH LEATHER	OLT AND NUT BAG, ATTACHES BY		6	EA		
		SNAP OR THONGS. 8						
		GAAL OR HIGHOG. 0						
	Material	# Manf Part#	Manufacturer Name					
	21416	25KLBS	BASHLIN					
90	35138	HOLSTER,LEATHER,	LINEMANS,4 POCKET		7	EA		
			S, LEATHER, 4 POCKET#					
	Material	# Manf Part#	Manufacturer Name					
	1000325	57 111 HLS	BASHLIN					
	1000325	56 1172-S	ESTEX					
100	48714	GUARD.POLE GAFE	PLASTIC,W/WIRE HOLDER		15	PR		
			RSAL, FOR POLE GAFFS. PLASTIC					
			WITH WIRE HOLDER.					
		*** NO SUBSTITUT						
	Material		Manufacturer Name					
	48714	6909U	BUCKINGHAM					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
110	52357	CLEANER,QUART,RU CLEANER, FOR USE (BBER GOODS,SPRAY BOTTLE DN ALL NATURAL AND SYNTHETIC		12	EA		
		JUMPER CABLES; AN	LUDING LINEMAN'S GLOVES; D LINE-HOSE. WATER-BASED, PH EGRADABLE. PKG IN 1-QUART ER.					
	Material 52357		Manufacturer Name AMERICAN POLYWATER CORPORATION					
120	34633	LUBRICANT,CABLE P LUBRICANT, CABLE, F			60	GA	-	
	Material 1000191 1000191 1000760	11 TLPHD01J 12 A-128	Manufacturer Name PT TECHNOLOGIES AMERICAN POLYWATER CORPORATION A-D TECHNOLOGIES					
130	34632	LUBRICANT, CABLE, H VISCOSITY, IN 1 GALL	VY DTY,WATER BASED HEAVY DUTY, WATER BASE, HIGH JRE RANGE IS FROM 32 TO 110		20	GAI	-	
	Material 1000191 1000190	10 31-371	TES * * Manufacturer Name PT TECHNOLOGIES POLYWATER					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
140	52358	PRE-LUBE BAGS. BAG	RICANT, PACKED IN 1/2 GALLON 3 TO BE 3IN IN DIAMETER X 14IN 3-1/2IN AND LARGER CONDUIT.		12	EA		
	Material 52358	# Manf Part# J-55	Manufacturer Name AMERICAN POLYWATER CORPORATION					
150	10019	CLEAR, MEDIUM BOD D-2564, QUART CANS	E PE, FOR PVC, UP TO 6IN PIPE, IED, FAST SET, PER ASTM SPEC . MUST BE IN MAUNUFACTURERS 12 CANS EACH OR WILL BE		60	CA	N	
	Material 10019	# Manf Part# 705	Manufacturer Name WELD-ON					
160	10062		IMUM EXPANDING,CLASS 1 EXPANDING FOAM, CLASS 1		60	CA	N	
	Material 1000950 1000614	02 79547	Manufacturer Name RAINBOW TECHNOLOGY CORP HANDI FOAM					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
170	34631 Material 1000190 1000190	# Manf Part# 07 7704/5.3	ICON DIELECTRIC E, DIELECTRIC, 5.3 OZ. TUBE. Manufacturer Name SILCHEM NOVAGUARD		60	EA		
180	35245 Material 1000350 1000703 1000724	CONNECTOR, BUS, BO FLAT, ALUMINUM, 127 NEMA FLAT PAD # Manf Part# 05 TCV-160-4N- 30 A7M-250-4N	1590 AAC,4-HOLE PAD DLTED TERMINAL, CABLE TO 2 -1590MCM AAC TO 3IN 4-HOLE Manufacturer Name AA DOSSERT HOMAC TRAVIS PATTERN & FOUNDRY		48	EA		
190	35355 Material 1000379 1000379 1000379	TERMINAL LUG, 350 STERMINAL LUG, 350 SCOMPRESSION TYPE,#Manf Part#94L350N93CL15-2N96YA31-2N	U,2-HOLE,1/2",COMPRESS TRANDED COPPER, 2-HOLE,		100	EA		



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
200	35374 Material 100038- 100038: 100038: 100038:	40 BBLU-050D PENN-UNION 39 CHL-500-BN ANDERSON 38 L500-N HOMAC	OLE,	25	EA		
210	35385 Material 1000380 1000380	66 WEJTAP WCAY49R-4N BURNDY		20	EA		
220	18928 Material 100094 100106	58 TAX-225-100(10) EARTH CONTACT PRODU 59 C102-5201 CHANCE		60	SET		



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Item #	Material#		ription		Delivery Date	QTY	UM	Net Price	Total
230	18986		•			20	EA		
		BELL	END,2IN,COND	UIT,PVC,SCH40					
				CONDUIT, PVC, SCH 40, GRAY.					
	Materia		Manf Part#	Manufacturer Name					
	100083		MEB20	KRALOY					
	100083		59678	HERITAGE PLASTICS INC					
	100083		E997J	PRIME CONDUIT					
240	18987			ONDUIT,PVC,SCH40		200	EA		
		BELL	END, FOR 2-1/2	IN CONDUIT, PVC, SCH 40, GRAY.					
	Materia	1#	Manf Part#	Manufacturer Name					
	100083		59679	HERITAGE PLASTICS INC					
	100083		MEB25	KRALOY					
	100083		E997K	PRIME CONDUIT					
250	18988			UIT,PVC,SCH40 CONDUIT, PVC, SCH 40, GRAY		120	EA		
	Materia	l #	Manf Part#	Manufacturer Name					
	100083		MEB40	KRALOY					
	100083		59682	HERITAGE PLASTICS INC					
	100083	78	E997N	PRIME CONDUIT					
260	19331	CONE		IQUID TIGHT,NON-METL 1 INCH, LIQUIDTIGHT,		50	FT		
	Materia	l #	Manf Part#	Manufacturer Name					



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Material#	Description		Delivery Date	QTY	UM	Net Price	Total
19331	15008	PRIME CONDUIT					
19395 Material 19395	COUPLING, ADAPTER 4IN. A SPLIT COUPLING FOU TO STANDARD PVC CONDUIT AROUT TOGETHER WITH AN INTERLOCKING D SMOOTH, WEATHER TIGHT SEA FOR THE SEALING PROCESS.	R, SPLIT DUCT CONDUIT TO PVC. R CONNECTING SPLIT CONDUIT ND EXISTING CABLE. SNAPS ESIGN CREATING A TIGHT, AL. NO OTHER DEVICE IS NEEDED		6	EA		
21643	CONDUIT, ROLL DUC MANUFACTURED IN O PROVIDED WITH 1200 INSTALLED. THE INSI INCH THE WALL THIC DIAMETER CONTROL OUTSIDE SURFACE S THE INSIDE SURFACE WALL OR LONGITUDI SHALL BE PROVIDED IDENTIFYING STRIPE	T, 1 IN, SMOOTH GREEN, COMPLIANCE WITH ASTM D-3035. 0 LB POLYESTER FIBER TAPE IDE DIAMETER SHALL BE MIN. 1 CKNESS SHALL BE OUTSIDE LED TO SDR 13.5 RATING. THE SHALL BE SMOOTH WALL, AND E SHALL BE EITHER SMOOTH INALLY RIBBED. THE CONDUIT D IN GREEN COLOR OR S. SUPPLIED ON MAXIMUM 44" X TH A MAXIMUM OF 1000' EACH.		10,000	FT		
	19331 19395 Material 19395	Description193311500819395COUPLING,4IN,CONE COUPLING, ADAPTER 4IN. A SPLIT COUPLING FOR TO STANDARD PVC CONDUIT AROU TOGETHER WITH AN INTERLOCKING D SMOOTH, WEATHER TIGHT SEA FOR THE SEALING PROCESS.** NO SUBSTITU Material # 19395** NO SUBSTITU ManuFactureD IN CAF21643CONDUIT,1IN,ROLL DUC MANUFACTURED IN O PROVIDED WITH 120 INSTALLED. THE INSI INCH THE WALL THIC DIAMETER CONTROL OUTSIDE SURFACE S THE INSIDE SURFACE S THE INSIDE SURFACE S OUTSIDE SURFACE S THE INSIDE S	Description 19331 15008 PRIME CONDUIT 19395 COUPLING, ADAPTER, SPLIT DUCT COUPLING, ADAPTER, SPLIT DUCT CONDUIT TO PVC. 4IN. A SPLIT COUPLING FOR CONNECTING SPLIT CONDUIT TO STANDARD PVC CONDUIT AROUND EXISTING CABLE. SNAPS PVC CONDUIT AROUND EXISTING CABLE. SNAPS TOGETHER WITH AN INTERLOCKING DESIGN CREATING A TIGHT, SMOOTH, WEATHER TIGHT SEAL. NO OTHER DEVICE IS NEEDED FOR THE SEALING PROCESS. ** NO SUBSTITUTE **# Material # Manf Part# Manufacturer Name 19395 C4F CONDUIT REPAIR SYSTEMS 21643 CONDUIT, ROLL DUCT, GREEN CONDUIT, ROLL DUCT, 1 IN, SMOOTH GREEN, MANUFACTURED IN COMPLIANCE WITH ASTM D-3035. PROVIDED WITH 1200 LB POLYESTER FIBER TAPE INSTALLED. THE INSIDE DIAMETER SHALL BE MIN. 1 INCH THE WALL THICKNESS SHALL BE OUTSIDE DIAMETER CONTROLLED TO SDR 13.5 RATING. THE OUTSIDE SURFACE SHALL BE SMOOTH WALL, AND THE INSIDE SURFACE SHALL BE SMOOTH WALL, AND THE INSIDE SURFACE SHALL BE EITHER SMOOTH WALL OR LONGITUDINALLY RIBBED. THE CONDUIT SHALL BE PROVIDED IN GREEN COLOR OR IDENTIFYING STRIPES. SUPPLIED ON MAXIMUM 44" X 30" WOOD REELS WITH A MAXIMUM OF 1000" EACH.	Description Date 19331 15008 PRIME CONDUIT 19395 COUPLING, 4IN, CONDUIT, SPLIT DUCT COUPLING, ADAPTER, SPLIT DUCT CONDUIT TO PVC. 4IN. A SPLIT COUPLING FOR CONNECTING SPLIT CONDUIT TO STANDARD PVC CONDUIT AROUND EXISTING CABLE. SNAPS TOGETHER WITH AN INTERLOCKING DESIGN CREATING A TIGHT, SMOOTH, WEATHER TIGHT SEAL. NO OTHER DEVICE IS NEEDED FOR THE SEALING PROCESS. ** NO SUBSTITUTE **# Material # ** NO SUBSTITUTE **# Material # Manf Part# Manufacturer Name 19395 21643 CONDUIT, IN, ROLL DUCT, GREEN CONDUIT, ROLL DUCT, IN, SMOOTH GREEN, MANUFACTURED IN COMPLIANCE WITH ASTM D-3035. PROVIDED WITH 1200 LB POLYESTER FIBER TAPE INSTALLED. THE INSIDE DIAMETER SHALL BE MIN. 1 INCH THE WALL THICKNESS SHALL BE OUTSIDE DIAMETER CONTROLLED TO SDR 13.5 RATING. THE OUTSIDE SURFACE SHALL BE EITHER SMOOTH WALL OR LONGITUDINALLY RIBBED. THE CONDUIT SHALL BE PROVIDED IN GREEN COLOR OR IDENTIFYING STRIPES. SUPPLIED ON MAXIMUM 44* X 30' WOOD REELS WITH A MAXIMUM OF 1000' EACH.	DescriptionDate1933115008PRIME CONDUIT19395COUPLING, AIN, CONDUIT, SPLIT DUCT COUPLING, ADAPTER, SPLIT DUCT CONDUIT TO PVC. 4IN. A SPLIT COUPLING FOR CONNECTING SPLIT CONDUIT TO STANDARD PVC CONDUIT AROUND EXISTING CABLE. SNAPS TOGETHER WITH AN INTERLOCKING DESIGN CREATING A TIGHT, SMOOTH, WEATHER TIGHT SEAL. NO OTHER DEVICE IS NEEDED FOR THE SEALING PROCESS.6** NO SUBSTITUTE **# Material # 19395** NO SUBSTITUTE **# Manufacturer Name CONDUIT, ROLL DUCT, IN, SMOOTH GREEN, MANUFACTURED IN COMPULANCE WITH ASTM D-3036. PROVIDED WITH 1200 LB POLYESTER FIBER TAPE INSTALLED. THE INSIDE DIAMETER SHALL BE MIN. 1 INCH THE WALL THICKNESS SHALL BE SMOOTH WALL OR LONGITUDINALLY RIBBED. THE CONDUIT SHALL BE PROVIDED IN GREEN COLOR OR IDENTIFYING STRIPES. SUPPLIED ON MAXIMUM 44" X 30' WOOD REELS WITH A MAXIMUM OF 1000' EACH.10,000	DescriptionDate1933115008PRIME CONDUIT19335COUPLING, AIN, CONDUIT, SPLIT DUCT COUPLING, ADAPTER, SPLIT DUCT CONDUIT TO PVC. 41N. A SPLIT COUPLING FOR CONNECTING SPLIT CONDUIT TO STANDARD PVC CONDUIT AROUND EXISTING CABLE. SNAPS TOGETHER WITH AN INTERLOCKING DESIGN CREATING A TIGHT, SMOOTH, WEATHER TIGHT SEAL. NO OTHER DEVICE IS NEEDED FOR THE SEALING PROCESS.6** NO SUBSTITUTE **# Material # Manif Part# Manufacturer Name 19395** NO SUBSTITUTE **# CONDUIT REPAIR SYSTEMS10,00021643CONDUIT, fin, ROLL DUCT, GREEN, CONDUIT, ROULD DUCT, 1 IN, SMOOTH GREEN, MANUFACTURED IN COMPLIANCE WITH ASTM D-3035. PROVIDED WITH 1200 LB POLYESTER FIBER TAPE INSTALLED. THE INSIDE DIAMETER SHALL BE OUTSIDE DIAMETER CONTROLLED TO SDR 13.5 RATING. THE OUTSIDE SURFACE SHALL BE SMOOTH WALL, AND THE INSIDE SURFACE SHALL BE SMOOTH W	DescriptionDate1933115008PRIME CONDUIT19335COUPLING, AIN, CONDUIT, SPLIT DUCT COUPLING, ADAPTER, SPLIT DUCT CONDUIT TO PVC. 4IN. A SPLIT COUPLING FOR CONNECTING SPLIT CONDUIT TO STANDARD PVC CONDUIT AROUND EXISTING CABLE. SNAPS TOGETHER WITH AN INTERLOCKING DESIGN CREATING A TIGHT, SMOOTH, WEATHER TIGHT SEAL. NO OTHER DEVICE IS NEEDED FOR THE SEALING PROCESS.6EA21643CONDUIT, IN, ROLL DUCT, GREEN CONDUIT, ROLL DUCT, TIN, SMOOTH GREEN, MANUFACTURED IN COMPLIANCE WITH ASTM D-3035. PROVIDED WITH 1200 LB POLYESTER FIBER TAPE INSTALLED. THE INSIDE DIAMETER SHALL BE ENIN. 1 INCH THE WALL THICKNESS SHALL BE OUTSIDE DIAMETER CONTROLLED TO SDR 13.5 RATING. THE OUTSIDE SURFACE SHALL BE ENTHER SMOOTH WALL OR, LONGTUDINALLY RIBBED. THE CONDUIT SHALL BE PROVIDED IN GREEN COLOR OR INCH THE WALL THICKNESS SHALL BE EITHER SMOOTH WALL OR LONGTUDINALLY RIBBED. THE CONDUIT SHALL BE PROVIDED IN GREEN COLOR OR IDENTFYING STRIPES. SUPPLIED ON MAXIMUM 44" X 30' WOOD REELS WITH A MAXIMUM OF 1000' EACH.10,000'FT



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	Material 1000578 1000578	2 SDR13	.5-1"	Manufacturer Name COMMSCOPE DURA-LINE					
290	41993	BELL END,6IN,P BELL END, FOR		CH 40 CH CONDUIT, PVC, SCH 40, GRAY		20	EA		
	Material 1000837 1000837 1000837	4 MEB60 3 59684		Manufacturer Name KRALOY HERITAGE PLASTICS INC PRIME CONDUIT					
300	73751	EXTENSION, ALU LUG FOR 3PH P/ CONNECTIONS. WIDE X 12.75" LC MOUNTING HOL	JMIN ADM TIN I DNG ES A	JG,AL,NEMA,TRANSFORMER IUM PAD, NEMA 2-HOLE TERMINAL DUNT TRANSFORMER SPADE PLATED 6061-T6 ALUMINUM. 10" X .5 THICK. QTY 1056 DIAMETER ND 2 SLOTTED RAILS . MEETS QUIREMENTS OF ANSI C119.4.		10	EA		
	Material 73751			Manufacturer Name 50T CONNECTOR MANUFACTURI	NG COMPANY				
310	48048			Q IN,EXPANDING,FOR POLES EXPANDING, 276 SQUARE INCH,		5	EA		
	Material 48048	# Manf P J4817	art#	Manufacturer Name MACLEAN					



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Item #	Material#	Description		Delivery	QTY	UM	Net Price	Total
		Description		Date				
320	19139	BRACKET,400W H-2,LUMINA BRACKET, MOUNTING, LUMI FOR USE WITH 400 WATT LU WALL MOUNTING. MUST BE STANDARD 07320000 FROM AND HOT DIPPED GALVANIZ BRACKET TO INCLUDE 1 EAC HEX HEAD GALVANIZED MAC WASHER AND LOCK WASHE ARM TYPE NOT ACCEPTABL DRAWING 07320000, DATED	NAIRE, ANGLE SUPPORT, JMINAIRE, FOR POLE OR CONSTRUCTED MATERIAL 3/8 INCH X 2 INCH STEEL 22D. AFTER FABRICATION CH 3/4 INCH X 1-1/4 INCH CHINE BOLT WITH FLAT 3:R PER BRACKET. (MAST .E). PER TACOMA POWER		20	EA		
	Material 19139		facturer Name ALCO					
330	19181	BUSHING, PARKING, NON-GR BUSHING, INSULATED, PARK LOAD-BREAK ELBOW.++++++ NOT ACCEPTABLE: BLACKBU	KING, NOT GROUNDED, FOR		25	EA		
	Material 1000632 1000632	1 ISB215 COOF	facturer Name PER INDUSTRIES TIMOLD					



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
340	19202 Material 19202	CAP,1.02IN - 1.94IN,END,COND,COLD SHRINK CAP, CABLE END, COLD SHRINK, 1.02IN TO 1.94IN POWER CABLE RANGE. # Manf Part# Manufacturer Name EC-3 3M		100	EA		
350	52980 Material 52980	CAP, 19IN DIA, POLE, MASTIC CAP, POLE, 19IN DIAMETER, SOFT, NON-HARDENING, NON-HAZARDOUS, POLYISOBUTYLENE/ISOPRENE ELASTOMER BASED SEALER. FOR POLE TOPS LARGER THAN 14IN IN DIAMETER. MUST MEET STANDARDS ASTM D-816 FOR DEFORMATION AND ASTM D750-68 FOR WEATHERABILITY, UV PROTECTED. **** NO SUBSTITUTE *** # Manf Part# Manufacturer Name 70-110-010-019 OSMOSE		800	EA		
360	34596 Material 100018 ⁻ 100018 ⁻	14 ECS1450 XL TECHNOLOGIES-HEBRAN INDUSTRIES		50	EA		



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Item #	Material#			Delivery	QTY	UM	Net Price	Total
ntem #	wateriai#	Description		Delivery Date			inet Price	IOTAI
370	52147	HOOK,18IN,CABLE SUPPO HOOK, CABLE SUPPORT, 1 STEEL WITH HOT DIPPED INTO SLOTTED RACK SYS ^T PREVENT CABLE FROM SL	18IN EXTENSION FROM FACE, GALVANIZING, T-END FITS TEM. TURNED UP END TO		30	EA		
	Material 1000727 1001072	0 C2030316 HUE	nufacturer Name BBELL /ESCO					
380	18960	BAG,8-1/2IN X 9IN X 4IN,BC BAG, BOLT AND NUT, FOR 8-1/2IN X 9IN X 4IN BAG MA WITH REINFORCED BOTTO WITH TWO STRAPS JOINEI	LINEMAN'S TOOL BELT, ADE FROM #8 CANVAS DUCK, DM. ATTACHES TO BELT		5	EA		
	Material 18960		nufacturer Name SHLIN					
390	19682	FERRULE,#2 CU 5/8IN,CAB FERRULE, CABLE, GROUN COMPRESSION,ZINC PLAT 5/8-11 NC THREADS. MINIM	DING, NO.2 COPPER,		25	EA		
	Material 19682		nufacturer Name STINGS					



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Item #	Material#		Delivery	QTY	UM	Net Price	Total
	material#	Description	Date	SKII		Net Floe	IUlai
400	34698	FERRULE,4/0 CU 5/8IN,CABLE GRDG,COMP FERRULE, CABLE, GROUNDING, NO. 4/0 COPPER, COMPRESSION, ZINC PLATED 5/8-11 NC THREADS MINIMUM OF 1-1/2 INCH IN LENGTH ******** NOT ACCEPTABLE: CHANCE #C600-2601		25	EA		
	Material 34698	# Manf Part# Manufacturer Name 13001 HASTINGS					
410	53056	FITTING, GUY, SIDEWALK, POLE PLATE FITTING, SIDEWALK, POLE PLATE, HOT DIP GALVANIZED DUCTILE IRON, FITS 2IN AND 2-1/2IN GALVANIZED PIPE, WITH FOUR 9/16IN HOLES FOR MOUNTING WITH LAG SCREWS.		15	EA		
	Material 53056	# Manf Part# Manufacturer Name J0521 MACLEAN					



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
420	20559	RING, METER, SEALING, SS SCREW TYPE RING, METER, SEALING, STAINLESS STEEL SCREW TYPE, ALLOWS EASY INSTALLATION OF PADLOCK SEAL, MOUNTING SCREW SHOULD BE IN 6 O'CLOCK POSITION WHEN ASSEMBLED PROPERLY, SCREW TO ENTER ASSEMBLY FROM RIGHT SIDE. SHALL MEET ANSI STANDARD C12.7 SECTION 6.10 AND FIGURE 6. *** NO SUBSTITUTE *** NOT ACCEPTABLE: ABB, EKSTROM 8-9001		4,000	EA		
	Material 20559	# Manf Part# Manufacturer Name 10-9090 BROOKS UTILITY PRODUCTS					
430	43410 Material 43410	TAG,4IN X 1.75IN,VINYL,YELLOW,BLANK TAG, YELLOW, 4IN X 1.75IN WITH 13/16IN X 3.75IN STRAP, 22 OZ VINYL-NYLON REINFORCED, BLANK. *** NO SUBSTITUTE *** # Manf Part# Manufacturer Name 609 YELLOW RADAR ENGINEERS		1,000	EA		
440	21043	TAPE,3000FT,CABLE PULLING,WOVEN POLY TAPE, CABLE PULLING, 1800 LB TENSIL STRENGTH, WOVEN POLYESTER FIBER, SILICONE LUBRICATED, PERMANENTLY MARKED MANUFACTURER AND SEQUENTIAL FOOTAGE. 3000 FOOT REELS, MEETS REQUIRMENTS OF BELLCORE SPEC GR356-5.3.		36	RO		
	Materia 100103 100066	36 MT1800-3000 MILLIKEN INFRASTRUCTURE					



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Material#	Description		Delivery Date	QTY	UM	Net Price	Total
1000615 1000615	0 HERCULIN 2 PW1800-3k 1 WP1800P						
20572	ROD, ANCHOR, TRIF	LE THIMBLE, 1-1/4IN X 10FT,		25	EA		
Material 20572	# Manf Part# J7350	Manufacturer Name MACLEAN					
34496				50	EA		
1000155	2 \$4425-10	Manufacturer Name HOMAC BURNDY					
	1000827 1000615 1000615 1000615 20572 Material 20572 34496 Material 1000155	Description 10008270 HERCULINE 10006152 PW1800-3K 10006151 WP1800P 10006150 WP1800P 10006150 WP1800P 20572 ROD,1-1/4IN X 10FT,J ROD, ANCHOR, TRIP GALVANIZED, WITH 3 ONE 1-1/4IN NUT. Manf Part# 20572 J7350 34496 BAIL,1/0 CU,HOT LINE Material # Manf Part# 10001552 S4425-10	Description 10008270 HERCULINE P1800W PACIFIC STRAPPING INC 10006152 PW1800-3K REDBACK INDUSTRIES LLC 10006151 WP1800P NEPTCO 10006150 WP1800 FIBERTEK 20572 ROD,1-1/4IN X 10FT, AVCHOR, TRI-THIMBLE ROD, ANCHOR, TRIPLE THIMBLE, 1-1/4IN X 10FT, GALVANIZED, WITH 3 1/2 INCHES OF CUT THREAD AND ONE 1-1/4IN NUT. Material # Manf Part# Manufacturer Name 20572 J7350 MACLEAN 34496 BAIL, 1/0 CU, HOT LINE CLAMP Material # Manf Part# Manufacturer Name BAIL, HOT LINE CLAMP, 1/0 COPPER. Material # Manf Part# Material # Manf Part# Manufacturer Name 10001552 S4425-10 HOMAC	DescriptionDate10008270HERCULINE P1800WPACIFIC STRAPPING INC10006152PW1800-3KREDBACK INDUSTRIES LLC10006151WP1800PNEPTCO10006150WP1800FIBERTEK20572ROD,1-1/4IN X 10FT,ANCHOR,TRI-THIMBLE ROD, ANCHOR, TRIPLE THIMBLE, 1-1/4IN X 10FT, GALVANIZED, WITH 3 1/2 INCHES OF CUT THREAD AND ONE 1-1/4IN NUT.Material #Manf Part#Manufacturer Name 2057220572J7350MACLEAN34496BAIL,1/0 CU,HOT LINE CLAMP BAIL, HOT LINE CLAMP, 1/0 COPPER.Material #Manf Part#10001552S4425-10HOMACHOMAC	DescriptionDate10008270HERCULINE P1800WPACIFIC STRAPPING INC10006152PW1800-3KREDBACK INDUSTRIES LLC10006151WP1800PNEPTCO10006150WP1800FIBERTEK20572ROD,1-1/4IN X 10FT,ANCHOR,TRI-THIMBLE ROD, ANCHOR, TRIPLE THIMBLE, 1-1/4IN X 10FT, GALVANIZED, WITH 3 1/2 INCHES OF CUT THREAD AND ONE 1-1/4IN NUT.25Material #Manf Part#Manufacturer Name 205725034496BAIL, 1/0 CU,HOT LINE CLAMP BAIL, HOT LINE CLAMP, 1/0 COPPER.50Material #Manf Part#Manufacturer Name 1000155254425-10	DescriptionDate10008270HERCULINE P1800WPACIFIC STRAPPING INC10006152PW1800-3KREDBACK INDUSTRIES LLC10006151WP1800PNEPTCO10006150WP1800FIBERTEK20572ROD,1-1/4IN X 10FT,ANCHOR,TRI-THIMBLEROD, ANCHOR, TRIPLE THIMBLE, 1-1/4IN X 10FT, GALVANIZED, WITH 3 1/2 INCHES OF CUT THREAD AND ONE 1-1/4IN NUT.25EAMaterial #Manf Part#Manufacturer Name 20572J7350MACLEAN50EA34496BAIL, HOT LINE CLAMP, BAIL, HOT LINE CLAMP, 1/0 COPPER.Manufacturer Name 1000155250EA	DescriptionDate10008270HERCULINE P1800WPACIFIC STRAPPING INC10006152PW1800-3KREDBACK INDUSTRIES LLC10006151WP1800PNEPTCO10006150WP1800FIBERTEK20572ROD,1-1/4IN X 10FT,ANCHOR,TRI-THIMBLEROD, ANCHOR, TRIPLE THIMBLE, 1-1/4IN X 10FT, GALVANIZED, WITH 3 1/2 INCHES OF CUT THREAD AND ONE 1-1/4IN NUT.Material #Manf Part#Material



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
470	37662	COUPLING, 2 INCH, S DUCT CONDUIT. A SPLIT COUPLING FOR TO SPLIT CONDUIT A TOGETHER WITH AN CREATING A TIGHT, S	DUCT TO SPLIT DUCT PLIT DUCT CONDUIT TO SPLIT R CONNECTING SPLIT CONDUIT ROUND EXISTING CABLE. SNAPS INTERLOCKING DESIGN SMOOTH, WEATHER TIGHT SEAL. NEEDED FOR THE SEALING		5	EA		
	Material 37662	# Manf Part# RC2F	Manufacturer Name CONDUIT REPAIR SYSTEMS					
480	19972		AX,TREE,SPLIT POLY THYLENE SPLIT TUBING, 6 FOOT DIAMETER 1.01IN, MAXIMUM		25	EA		
	Material 19972	# Manf Part# PTG-0205	Manufacturer Name PREFORMED LINE PRODUCTS					
490	20016	HOOK,SNAP,SWIVEL, HOOK, SNAP, SWIVEI			60	EA		
	Material 20016	# Manf Part# 470	Manufacturer Name KLEIN					



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
500	20250 Material 20250	MARKER,4IN,ELECTRONIC,RED,BALL TYPE MARKER, ELECTRONIC, UNDERGROUND, 4IN DIAMETER BALL, RED, "POWER" TUNED CHIP, SELF LEVELING, 5 FOOT LOCATOR RANGE. # Manf Part# Manufacturer Name 1402XR RED 3M		10	EA		
510	20262 Material 20262	MOUNT, TRIPLE CLUSTER, TRANSFORMER MOUNT, CLUSTER, TRANSFORMER, REA STANDARD, FULLY ASSEMBLED, WITH 5/8 INCH SQUARE HEAD BOLTS, AND POLE GAINS. STYLE TO BE WING TYPE BOLTED OR WELDED - NO POLE BANDS. DESIGN SHALL BE SUCH THAT TRANSFORMERS AND CLUSTER MOUNT MAY BE ASSEMBLED ON THE GROUND. MUST BE ALUMINUM. # Manf Part# Manufacturer Name 12 MW-24A ALUMA FORM		10	EA		
520	20414 Material 20414	PLIERS,9IN,SIDE CUTTER,LINEMANS PLIER, LINEMAN, SIDE CUTTERS, 9 IN, HIGH LEVERAGE WITH ULTRA-DURABLE CUTTING KNIVES FOR ACSR, BOLTS, NAILS, ETC., AND CRIMPING DIE FOR SLEEVE CONNECTORS. HANDLES DIPPED IN PLASTIC FOR BETTER GRIP. # Manf Part# Manufacturer Name D20009NECR KLEIN		25	EA		



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
530	20574 Material 20574	ROPE, 1/4IN,MANILA ROPE, MANILA, 1/4IN DIAMETER, THREE STRAND, NO. 1 GRADE, PACKAGED IN BOXES OF NOT MORE THAN 50 LBS. # Manf Part# Manufacturer Name 200015 CONTINENTAL WESTERN CORP.		250	LB		
540	21896 Material 21896	STRAND,1/4IN,STEEL,GALV STRAND, STEEL GALVANIZED 1/4 INCH. 5,000 FEET PER ROLL, EXTRA HIGH STRENGTH, MINIMUM STRENGTH 6,650 LBS, 121 LBS PER 1000 FOOT. # Manf Part# Manufacturer Name 14EHS7A-5000 (EHSA 7X0800L) NATIONAL STRAND		5,000	FT		
550	58320	TAG, GROUND WIRE, ORANGE TAG, GROUND WIRE035 Orange PE2Print HDPE, 4 IN W X 3 IN H, WITH 2, 1/4IN PUNCHED HOLES. MUST SAY: "THIS WIRE IS STEEL NOT COPPER. IT HAS NO SCRAP VALUE". MUST ALSO INCLUDE TACOMA POWER'S LOGO. THE ARTWORK MUST BE APPROVED BEFORE PURCHASE IS APPROVED. MANUFACTURER MUST CONTACT TACOMA POWER WAREHOUSE FOR SPECIFICATIONS AND DRAWING.		1,000	EA		



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
560	21240	WIRE,.038IN,LASHING WIRE, LASHING, STA COILS, TYPE 302, ST	INLESS STEEL, .038IN, 6-1/2LB		30	EA		
570	34697	EYE, SUSPENSION, E DIMENSION 1IN X 2IN	JSPENSION,BALL TYPE BALL TYPE, 11/16IN STOCK, INSIDE I, 30,000 STRENGTH LBS+++++++ +++++ OSLYN #13000+++++++++++++++++++		100	EA		
	Material 1000208 1000207 1000207	BO-55 30 OEB-55 79 70776	Manufacturer Name ACE MACLEAN OHIO BRASS ANDERSON					
580	34744 Material	LINE GUARD, SINGLE WIRE. LENGTH OF R COLOR CODE: WHIT # Manf Part#	Manufacturer Name		100	EA		
590	1000649 1000649 34754		DULMISON PREFORMED LINE PRODUCTS		200	EA		



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Item #	Material#	Description	on		Delivery Date	QTY	UM	Net Price	Total
	Material 100117 1001058 1000788 1000776	71 H(32 D(35 G)	anf Part# GA-58CS G22H3 H6ILS 134AXW	Manufacturer Name Line Hardware Inc. EATON CHANCE MACLEAN					
600	34759	KNIFE, SKIN THAT LOCK CURVED FC	NNING, LINI (S OPEN, M OR SLITTIN	DING,LINEMAN'S EMEN'S, FOLDING, WITH BLADE IINIMUM BLADE LENGTH 2-1/2IN, G, WITH PLASTIC HANDLE.		6	EA		
	Material 100022 ⁻ 100022 ⁻ 100022 ⁻	19 54 18 35	anf Part# 400 5-286 550-4	Manufacturer Name ESTEX IDEAL INDUSTRIES INC. KLEIN					
610	20410 Material 1000569 1000569	HOLES, 7/81 # M: 94 FF 95 EF	, POLE EYI	GALV E, 7/8IN, 36,000 LB MAX, 2 BOLT DUNTING, 7/8IN CLEVIS Manufacturer Name ACE MACLEAN MACLEAN		200	EA		



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
620	34895 Material 1000624 1000624	STRANDS, BOUND TO BINDER 335 TENSILE POINT, PACKAGE WE PER BOX, PACKAGE CENTER PUNCHOUT, TUBE. **** NO SUBSTITUTE * HINDT ACCEPTABLE: C HINDT ACCEPTABLE: C HINDT ACCEPTABLE: C	IC, UNTWISTED PARALLEL OGETHER WITH SPIRAL JACKET , APPROX. 240 LB KNOT BREAKING IGHT APPROX. 10 LBS, 3500 FEET D IN CARDBOARD BOX WITH LINE PULLS FROM CENTER OF		12	EA		
630	34910 Material 1000263 1000264 1000263 1000263 1000263 1000263 1000263 1000263 1000263	APPROVED # Manf Part# 5 8448 0 8348 9 5448 8 NCC348 7 613480 6 WA-348-C 4 348 3 7508	UND,CU CLAD X 8FT COPPER CLAD, UL Manufacturer Name PORCELAIN PRODUCTS MACLEAN KEARNEY NEHRING ERITECH WILCOR HARGER BLACKBURN GALVAN INDUSTRIES INC		50	EA		



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ltem #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
640	34913 Material 1000264 1000264	ROPE, 1/2IN,POLY,BRAIDED COVER ROPE, POLYESTER, 1/2 INCH DIAMETER, 1-1/2 IN CIRC., BRAIDED COVER AND CORE OF HIGH TENACITY CORDAGE POLYESTER; MINIMUM BREAKING STRENGTH 5,940 LBS. WEIGHT PER 100 FEET 8.0 LBS.; MUST CONTAIN COVER IDENTIFICATION MARKINGS OF MANUFACTURER AND TYPE. COAT ENTIRE COVER WITH A SPLICABLE, WATERBASE, AROMATIC URETHANE COATING. THE ROPE SHALL BE TORQUE FREE, NON-KINKING, IMPERVIOUS TO ROT AND MILDEW. EACH CONTAINER SHALL BE MARKED WITH THE MANUFACTURER'S NAME OR SYMBOL, CATALOG NUMBER, NAME OF ITEM, ROPE DIAMETER, ROPE LENGTH (IN RELAXED STATE), GROSS WEIGHT, NET WEIGHT, NEW ROPE MINIMUM BREAKING FORCE (LBS.), DESIGN FACTOR (RANGE), AND WORKING LOAD LIMITS (RANGE/LBS.) 600 FOOT REELS. COATING COLOR FOR ROPE SUPPLIED IN YEAR ENDING IN: 0 OR 5-GREEN; 1 OR 6-ORANGE; 2 OR 7-BLUE; 3 OR 8-YELLOW; 4 OR 9-RED NON-APPROVED BIDDERS MUST SUPPLY A CERTIFICATION IN WRITING GIVING THEIR ROPES SPECIFICATION AND PROVIDE A 5 FOOT SAMPLE FOR MATERIAL COMMITTEE APPROVAL. # Manufacturer Name 6 POLYESTER DOUBLE BRAID	RN CORP.	600	FT		



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ltem #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
650	20579 ROPE, 1/2IN,POLY,HANDLINE ROPE, POLYESTER, 1/2IN DIAMETER, BREAKING STRENGTH MINIMUM 4400 LBS. A 3-STRAND ROPE WITH AN OUTSIDE COVER COMPRISED OF PART POLYESTER AND PART POLYETHYLENE AND AN INSIDE CORE OF POLYPROPYLENE, WITH TRACERS SPECIFIC TO MANUFACTURER. PACKAGED IN 1200 FT. SPOOLS. CERTIFIED TEST REPORT OF BREAKING STRENGTH REQUIRED WITH EACH SHIPMENT. ROPE WILL HAVE EITHER AN ORANGE AND BLUE TRACER, RED TRACER, OR A SINGLE ORANGE TRACER. ***ALTERNATES TO SUBMIT 20 FOOT SAMPLES FOR EVALUATION PRIOR TO APPROVAL *** Material # Manif Part# Manufacturer Name 10007180 Q3932 HOOVEN ALLISON 10006601 POLY-DAC 325050 CONTINENTAL WESTERN CORP. 10006600 POLY-PLUS 755050 CONTINENTAL WESTERN CORP. 10005721 POLY-DAC TRUCK ROPE 326030 CONTINENTAL WE	STERN CORF	9,600	FT		



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660 34911 1,200 FT ROPE, POLYESTER, 1/4IN DIAMETER, 3/4IN CRECUMFERENCE: BRAIDED COVER AND CORE OF HIGH TENACITY CORDAGE POLYESTER; MINIMUM BREAKING STRENGTH 1,550 LBS WEIGHT PER 100 FEET 2.0 LBS; MUST CONTAIN COVER IDENTIFICATION MARKINGS OF MANUFACTURER AND TYPE. COAT ENTIRE COVER WITH A SPLICABLE, WATERBASE, AROMATIC URETHANE COATING. THE ROPE SHALL BE TORQUE FREE, NON-KINKING, IMPERVIOUS TO ROT AND MILDEW. EACH CONTAINER SHALL BE MARKED WITH THE MANUFACTURER'S NAME OR SYMBOL, CATALOG NUMBER, NAME OF ITEM, ROPE DIAMETER, ROPE LENGTH (IN RELAXED STATE), GROSS WEIGHT, NET WEIGHT, NEW ROPE MINIMUM BREAKING FORCE (LBS), DESIGN FACTOR (RANGE), AND WORKING LOAD LIMITS (RANGE/LBS), PACKAGED IN 600 FOOT REELS. COATING COLOR FOR ROPE SUPPLIED IN YEAR ENDING IN: 0 OR 5 - GREEN; 1 OR 6 - ORANGE; 2 OR 7 - BLUE; 3 OR 8 - YELLOW; 4 OR 9 - RED. NON-APPROVED BIDDERS MUST SUPPLY A CERTIFICATION IN WRITING GIVING THEIR ROPES SPECIFICATION AND PROVIDE A 5 FOOT SAMPLE FOR MATERIAL COMMITTEE APPROVAL. Material # Manufacturer Name 10002642 SAMPENDAMENICAN GROUP	Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
10002641 POLYESTER DOUBLE BRAID CONTINENTAL WESTERN CORP.		34911 Material 1000264	ROPE, 1/4IN,POLY,BRAIDED COVER ROPE, POLYESTER, 1/4IN DIAMETER, 3/4IN CIRCUMFERENCE; BRAIDED COVER AND CORE OF HIGH TENACITY CORDAGE POLYESTER; MINIMUM BREAKING STRENGTH 1,550 LBS WEIGHT PER 100 FEET 2.0 LBS; MUST CONTAIN COVER IDENTIFICATION MARKINGS OF MANUFACTURER AND TYPE. COAT ENTIRE COVER WITH A SPLICABLE, WATERBASE, AROMATIC URETHANE COATING. THE ROPE SHALL BE TORQUE FREE, NON-KINKING, IMPERVIOUS TO ROT AND MILDEW. EACH CONTAINER SHALL BE MARKED WITH THE MANUFACTURER'S NAME OR SYMBOL, CATALOG NUMBER, NAME OF ITEM, ROPE DIAMETER, ROPE LENGTH (IN RELAXED STATE), GROSS WEIGHT, NET WEIGHT, NEW ROPE MINIMUM BREAKING FORCE (LBS), DESIGN FACTOR (RANGE), AND WORKING LOAD LIMITS (RANGE/LBS). PACKAGED IN 600 FOOT REELS. COATING COLOR FOR ROPE SUPPLIED IN YEAR ENDING IN: 0 OR 5 - GREEN; 1 OR 6 - ORANGE; 2 OR 7 - BLUE; 3 OR 8 - YELLOW; 4 OR 9 - RED. NON-APPROVED BIDDERS MUST SUPPLY A CERTIFICATION IN WRITING GIVING THEIR ROPES SPECIFICATION AND PROVIDE A 5 FOOT SAMPLE FOR MATERIAL COMMITTEE APPROVAL. # Manf Part# Manufacturer Name 32 SAMPSON STABLE BRAID AMERICAN GROUP	Date			Net Price	Total



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
670	34912 34912 Material 1000264	ROPE,3/8IN,POLY,BRAIDED COVER ROPE, POLYESTER, 3/8 INCH DIAMETER, 1-1/8IN CIRC., BRAIDED COVER AND CORE OF HIGH TENACITY CORDAGE POLYESTER; MINIMUM BREAKING STRENGTH 3,420 LBS WEIGHT PER 100 FEET 4.5 LBS; MUST CONTAIN COVER IDENTIFICATION MARKINGS OF MANUFACTURER AND TYPE. COAT ENTIRE COVER WITH A SPLICABLE, WATERBASE, AROMATIC URETHANE COATING. THE ROPE SHALL BE TORQUE FREE, NON-KINKING, IMPERVIOUS TO ROT AND MILDEW. EACH CONTAINER SHALL BE MARKED WITH THE MANUFACTURER'S NAME OR SYMBOL, CATALOG NUMBER, NAME OF ITEM, ROPE DIAMETER, ROPE LENGTH (IN RELAXED STATE), GROSS WEIGHT, NET WEIGHT, NEW ROPE MINIMUM BREAKING FORCE (LBS), DESIGN FACTOR (RANGE), AND WORKING LOAD LIMITS (RANGE/LBS). 600 FOOT REELS. COATING COLOR FOR ROPE SUPPLIED IN THE YEAR ENDING IN: 0 OR 5-GREEN; 1 OR 6-ORANGE; 2 OR 7-BLUE; 3 OR 8-YELLOW; 4 OR 9-RED NON-APPROVED BIDDERS MUST SUPPLY A CERTIFICATION IN WRITING GIVING THEIR ROPES SPECIFICATION AND PROVIDE A 5 FOOT SAMPLE FOR MATERIAL COMMITTEE APPROVAL. # Manf Part# Manufacturer Name 4		1,200	FT		
680	22125	SPLICE,1/0 ACSR,AUTO CONNECTOR, WIRE, AUTOMATIC, NO 1/0 ACSR. ++++++++++ NOT ACCEPTABLE: RELIABLE +++++++++++		150	EA		



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Item #	Material#		cription		Delivery Date	QTY	UM	Net Price	Total
	Material # Manf Par 10007131 GL-406 10007130 7653			Manufacturer Name FARGO MACLEAN					
690	SPL		3 SPLICE,12.5M GUY,AUTO SPLICE, AUTOMATIC, GUY WIRE, 12.5M			50	EA		
	Materia 100091 100091	03	Manf Part# 5042 GLS5042	Manufacturer Name MACLEAN HUBBELL					
700			CE,25M GUY,AU CE, AUTOMATIC, WIRE.	FO STRANDLINK, FOR USE ON 25M		25	EA		
	Materia 100105 100105	94	Manf Part# 5044 GLS5044	Manufacturer Name MACLEAN HUBBELL					
710	CON		C E,336 ACSR,AU NECTOR, AUTON ONLY 18/1.	TO,18/1 /ATIC, SPLICE, NO 336.4 ACSR,		20	EA		
			Manf Part# GL-411 7658AP	Manufacturer Name FARGO MACLEAN					



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720	35353	SPLICE,350 CU STR,4	-1/8IN 350 MCM, COPPER, 4-1/8IN		50	EA		
	Material 1000378 1000378 1000378	36 C350 38 YS31	Manufacturer Name HOMAC BURNDY PENN-UNION					
730	22167	167 SPLICE,477 AAC - 477 AAC,AUTO CONNECTOR, WIRE, AUTOMATIC COMPRESSION, 477 KCM TO 477 KCM AAC, SPLICE.			120	EA		
	Material 1000567 1000567	72 7659	Manufacturer Name MACLEAN FARGO					
740	20912	SPLICE,6M GUY,AUTC SPLICE, AUTOMATIC, # Manf Part#	GUY WIRE, 6M		100	EA		
	Material 1000910 1000910	5040	Manufacturer Name MACLEAN HUBBELL					



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750	21237	GUY WIRE, 6M ALUMO WELD, 7 STRAND, 104 LBS PER 1000FT, DIA .242, BREAKING STRENGTH 6000 LBS, MANUFACTURED PER ASTM STANDARD B416, ALL REELS TO BE NON-RETURNABLE, WITH AN ARBOR HOLE SIZE OF 3 INCHES, 5000FT PER REEL. MAX REEL SIZE 36IN		20,000	FT		
760	21238	GUY WIRE,12.5M GUYWIRE, 12.5M ALUMO WELD, DIA .343, 208 LBS/1000 FT, 7 STRAND, BREAKING STRENGTH 12,500 LBS, MANUFACTURED PER ASTM STANDARD B416, ALL REELS TO BE NON-RETURNABLE, WITH AN ARBOR HOLE SIZE OF 3 INCHES. 5000 FT PER REEL, MAX REEL SIZE 42 INCH.		20,000	FT		
770	21239	GUY WIRE, 25M GUYWIRE, 25M ALUMO WELD, DIA .519, 475 LBS PER 1000FT, MANUFACTURED PER ASTM STANDARD B416, ALL REELS TO BE NON-RETURNABLE, WITH AN ARBOR HOLE SIZE OF 3IN, 2500FT PER REEL. MAX REEL SIZE 42IN. Please Deliver this item to: Power Warehouse 3628 S 35th St (Rear) Tacoma WA 98409		7,500	FT		



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
780	19963 Material 19963	STAINLESS STEEL BA	E, NO 2-1/0 AL, 11 INCH SOLID AL WITH LOCKING CAPABILITIES.		400	EA		
790	19962 Material 1001033 1001157	STEEL BAILS WITH LO BAILS NOT ACCEPTA # Manf Part# 31 7187	E,#4-1/0 ACSR, SOLID STAINLESS OCKING CAPABILITIES, FLEXIBLE BLE.		3,000	EA		
800	34739 Material 1000217 1000862	MEAN DIAMETER .343 YELLOW # Manf Part# 73 HG523-12.5 71 AWDE-4119	R 12.5M ALUMO WELD, 7 STRAND, 3, LENGTH 29 INCH, COLOR CODE Manufacturer Name HELICAL PREFORMED LINE PRODUCTS		600	EA		



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1	Description			Delivery Date	QTY	UM	Net Price	Total
19942	-			Date	200	EA		
	GRIP,12.5M,GUY							
1000799	94 GDE52	UZL	FARGU					
34738	738 GRIP,12.5M,GUY,STRANDVISE,SHORT GRIP, GUY WIRE, STRANDVISE, 12.5M, SHORT BAIL.			100	EA			
Material	# Manf P	art#	Manufacturer Name					
100021	70 GDE52	02	FARGO					
1000210	69 5202		MACLEAN					
19964	9964 GRIP,2/0-4/0 ACSR,WIRE,SERVICE GRIP, SERVICE, WIRE, FOR 2/0 TO 4/0 ACSR, SOLID STAINLESS STEEL BAILS WITH LOCKING CAPABILITIES FLEXIBLE BAILS NOT ACCEPTABLE.				200	EA		
Material	# Manf P	ort#	Manufacturer Name					
		an#						
			BLACKBURN					
42362 GRIP.2-1/2IN.WIRE.CONDUIT RISER					20	EA		
	GRIP, WIRE, COI 1-5/8IN CABLE S STRAND CABLE CORROSION RE	NDUIT IZE, W MESH SISTA	RISER, 2-1/2 INCH, 1-1/8IN TO /ITH PLASTIC COATED AIRCRAFT I GRIP ATTACHED TO A INT CAST BRONZE RING, TO					
	1000799 1000799 34738 Material 1000210 19964 Material 100103 1001157	GRIP, GUY WIRE Material # Manf P 10007995 5202-L 10007994 GDE52 34738 GRIP,12.5M,GUY GRIP, GUY WIRE Material # Material # Manf P 10002170 GDE52 10002170 GDE52 10002169 5202 19964 GRIP,2/0-4/0 ACS GRIP, SERVICE, STAINLESS STEI FLEXIBLE BAILS Material # Material # Manf P 10010333 7197 10011574 W40-1 42362 GRIP,2-1/2IN,WIF GRIP, WIRE, COI 1-5/8IN CABLE S STRAND CABLE STRAND CABLE CORROSION RE CORROSION RE	GRIP, GUY WIRE, STR Material # Manf Part# 10007995 5202-L 10007994 GDE5202L 34738 GRIP,12.5M,GUY,STRA GRIP, GUY WIRE, STR Material # Manf Part# 10002170 GDE5202 10002169 5202 10002169 5202 10002169 5202 10002169 5202 10002169 5202 Material # Manf Part# 10010333 7197 10011574 W40-1 42362 GRIP,2-1/2IN,WIRE,CO GRIP, WIRE, CONDUIT 1-5/8IN CABLE SIZE, W STRAND CABLE MESH CORROSION RESISTA	GRIP, GUY WIRE, STRANDVISE, 12.5M, LONG BAIL. Material # Manf Part# Manufacturer Name 10007995 5202-L MACLEAN 10007994 GDE5202L FARGO 34738 GRIP,12.5M,GUY,STRANDVISE,SHORT GRIP, GUY WIRE, STRANDVISE, 12.5M, SHORT BAIL. Material # Manf Part# Manufacturer Name 10002170 GDE5202 FARGO 10002169 5202 MACLEAN 19964 GRIP,2/0-4/0 ACSR,WIRE,SERVICE GRIP, SERVICE, WIRE, FOR 2/0 TO 4/0 ACSR, SOLID STAINLESS STEEL BAILS WITH LOCKING CAPABILITIES FLEXIBLE BAILS NOT ACCEPTABLE. Material # Manf Part# Manufacturer Name 10010333 7197 MACLEAN	GRIP, GUY WIRE, STRANDVISE, 12.5M, LONG BAIL. Material # Man/Part# Manufacturer Name 10007995 5202-L MACLEAN 10007994 GDE5202L FARGO 34738 GRIP,12.5M,GUY,STRANDVISE,SHORT GRIP, GUY WIRE, STRANDVISE, 12.5M, SHORT BAIL. Material # Man/Part# Manufacturer Name 10002170 GDE5202 FARGO 10002169 5202 MACLEAN 19964 GRIP,2/0-4/0 ACSR,WIRE,SERVICE GRIP, SERVICE, WIRE, FOR 2/0 TO 4/0 ACSR, SOLID STAINLESS STEEL BAILS WITH LOCKING CAPABILITIES FLEXIBLE BAILS NOT ACCEPTABLE. Material # Man Part# Manufacturer Name 10010333 7197 MACLEAN 42362 GRIP,2-1/2IN,WIRE,CONDUIT RISER GRIP, WIRE, CONDUIT RISER GRIP, WIRE, CONDUIT RISER GRIP, WIRE, CONDUIT RISER GRIP, WIRE,	GRIP, GUY WIRE, STRANDVISE, 12.5M, LONG BAIL. Material # Manf Part# Manufacturer Name 10007995 5202.L MACLEAN 10007994 GDE5202L FARGO 34738 GRIP,12.5M,GUY,STRANDVISE,SHORT 100 GRIP, GUY WIRE, STRANDVISE, SHORT 100 Material # Manf Part# Manufacturer Name 10002170 GDE5202 FARGO 10002169 5202 MACLEAN 10002169 5202 MACLEAN 1000333 T197 MACLEAN 10011574 W40-1 BLACKBURN 42362 GRIP,2-1/2IN,WIRE,CONDUIT RISER GRIP, WIRE, CONDUIT RISER, 2-1/2 INCH, 1-1/8IN TO 1-5/8IN CABLE SIZE, WITH PLASTIC COATED AIRCRAFT STRAND CABLE SIZE, WITH PLASTIC COATED AIRCRAFT STRAND CABLE SIZE, WITH PLASTIC COATED AIRCRAFT STRAND CABLE MESH GRIP ATTACHED TO A CORROSION RESISTANT CAST BRONZE RING, TO 20	GRIP, GUY WIRE, STRANDVISE, 12.5M, LONG BAIL. Material # Manufacturer Name 10007995 5202-L MACLEAN 10007994 GDE5202L FARGO 34738 GRIP,12.5M,GUY,STRANDVISE,SHORT 100 GRIP, GUY WIRE, STRANDVISE, 12.5M, SHORT BAIL. 100 EA Material # Manufacturer Name 10002170 GDE5202 FARGO 10002170 GDE5202 10002169 5202 MACLEAN 200 EA GRIP, SERVICE, GRIP, SERVICE, GRIP, SERVICE, HARGO 200 EA Material # Manufacturer Name 200 EA 10010333 7197 MACLEAN 20 EA 42362 GRIP,2-1/ZIN,WIRE,CONDUIT RISER 20 EA 42362 GRIP,2-1/ZIN,WIRE,CONDUIT RISER, 2-1/2 INCH, 1-1/8IN TO 20 EA 1-5/8IN CABLE SIZE, WITH PLASTIC	GRIP, GUY WIRE, STRANDVISE, 12.5M, LONG BAIL. Material # Manf Part# 10007994 GDE5202L A4738 GRIP,12.5M,GUY,STRANDVISE,SHORT GRIP, GUY WIRE, STRANDVISE, 12.5M, SHORT BAIL. 100 Material # Manf Part# Manterial # Manf Part# Manufacturer Name 10002170 GDE5202 FARGO 10002169 5202 MACLEAN 200 EGRIP, SERVICE, WIRE, FOR 2/0 TO 4/0 ACSR, SOLID STAINLESS STEEL BAILS WITH LOCKING CAPABILITIES FLEXIBLE BAILS NOT ACCEPTABLE. Material # Manf Part# Manefail # Manfacturer Name 10010333 7197 MACLEAN 20 42362 GRIP,2-1/2IN,WIRE,CONDUIT RISER GRIP, WIRE, CONDUIT RISER, 2-1/2 INCH, 1-1/BIN TO 1-5/BIN CABLE SIZE, WITH PLASTIC COATED AIRCRAFT STRAND CABLE SIZE, WITH PLASTIC COATED AIRCRAFT STRAND CABLE MESH GRIP ATTACHED TO A CORROSION RESISTANT CAST BRONZE RING, TO



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Material 42362	Description # Manf Part# LR 2-1/2-1.12	Manufacturer Name					
		2 LEWIS MFG.CO					
1000217	GRIP, GUY WIRE, FOF # Manf Part# 75 HGS31-25M	25M ALUMO WELD Manufacturer Name HELICAL		100	EA		
1001042	GRIP, GUY, WIRE, STF # Manf Part# 24 5204L	RANDVISE, 25M, LONG BAIL. Manufacturer Name MACLEAN		120	EA		
1001042	GRIP, GUY WIRE, STR # Manf Part# 22 5204			60	EA		
1	Material 1000217 1000217 19944 Material 1001042 1001042	GRIP,25M ALUMO WE GRIP, GUY WIRE, FOR Material # Manf Part# 10002175 HGS31-25M 10002174 AWDE-4130 19944 GRIP,25M,GUY,STRAM GRIP, GUY, WIRE, STF Material # Manf Part# 10010424 5204L 10010423 GDE5204L Ig943 GRIP,25M,GUY,STRAM GRIP, GUY WIRE, STR Material # Material # Manf Part# 10010423 GDE5204L Material # Manf Part# Material # Manf Part# Material # Manf Part# 10010422 5204	GRIP,25W ALUMO WELD,GUY WIRE, FOR 25M ALUMO WELD Material # Manf Part# Manufacturer Name 10002175 HGS31-25M HELICAL 10002174 AWDE-4130 PREFORMED LINE PRODUCTS P9944 GRIP,25M,GUY,STRANDVISE,LONG GRIP, GUY, WIRE, STRANDVISE, 25M, LONG BAIL. Material # Manf Part# Manufacturer Name 10010424 5204L MACLEAN 10010423 GDE5204L HUBBELL P9943 GRIP,25M,GUY,STRANDVISE,SHORT GRIP, GUY WIRE, STRANDVISE, 25M, SHORT BAIL Material # Manf Part# Manufacturer Name 10010423 GDE5204L HUBBELL Material # Manf Part# Manufacturer Name 10010423 GDE5204L HUBBELL	GRIP,25M ALUMO WELD,GUY WIRE GRIP, GUY WIRE, FOR 25M ALUMO WELD Material # Manf Part# Manufacturer Name 10002175 HGS31-25M HELICAL 10002174 AWDE-4130 PREFORMED LINE PRODUCTS H9944 GRIP,25M,GUY,STRANDVISE,LONG GRIP, GUY, WIRE, STRANDVISE, 25M, LONG BAIL. Material # Manf Part# Manufacturer Name 10010424 5204L MACLEAN 10010423 GDE5204L HUBBELL H9943 GRIP,25M,GUY,STRANDVISE,SHORT GRIP, GUY WIRE, STRANDVISE, 25M, SHORT BAIL Material # Manf Part# Manufacturer Name 10010423 GDE5204L HUBBELL H9943 GRIP,25M,GUY,STRANDVISE,SHORT GRIP, GUY WIRE, STRANDVISE, 25M, SHORT BAIL Material # Material # Manf Part# Manufacturer Name 10010422 5204 MACLEAN	GRIP,25M ALUMO WELD,GUY WIRE GRIP, GUY WIRE, FOR 25M ALUMO WELD Material # Manf Part# Manufacturer Name 10002175 HGS31-25M HELICAL 10002174 AWDE-4130 PREFORMED LINE PRODUCTS 19944 GRIP,25M,GUY,STRANDVISE,LONG 120 GRIP, GUY, WIRE, STRANDVISE, 25M, LONG BAIL. 120 Material # Manf Part# Manufacturer Name 10010423 GDE5204L HUBBELL 10943 GRIP,25M,GUY,STRANDVISE,SHORT 60 Material # Manf Part# Manufacturer Name 10010423 GDE5204L HUBBELL Material # Manf Part# Manufacturer Name 10010423 GDE5204L HUBBELL Material # Manf Part# Manufacturer Name 10010423 GDE5204L HUBBELL Material # Manf Part# Manufacturer Name 10010422 5204 MACLEAN	GRIP,25M ALUMO WELD,GUY WIRE GRIP, GUY WIRE, FOR 25M ALUMO WELD Material # Manf Part# 10002175 HGS31-25M HELICAL 10002174 AWDE-4130 PREFORMED LINE PRODUCTS Ig944 GRIP,25M,GUY,STRANDVISE,LONG GRIP, GUY, WIRE, STRANDVISE, 25M, LONG BAIL. Material # Man f Part# Manufacturer Name 10010423 GDE5204L HUBBELL Material # Man f Part# Manufacturer Name 10010423 GDE5204L HUBBELL MaCLEAN Material # Man f Part# Manufacturer Name 60 EA GRIP, GUY, WIRE, STRANDVISE, 25M, SHORT GRIP, GUY WIRE, STRANDVISE, 25M, SHORT BAIL 60 Material # Man f Part# Manufacturer Name 60 Material # Man f Part# Manufacturer Name 60 Material # Man f Part# Manufacturer Name 10010422 Material # Man f Part# Manufacturer Name 60 Material #	GRIP,25M ALUMO WELD,GUY WIRE GRIP, GUY WIRE, FOR 25M ALUMO WELD Material # Manufacturer Name 10002175 HGS31-25M HS31-25M HELICAL 10002174 AWDE-4130 PREFORMED LINE PRODUCTS I9944 GRIP,25M,GUY,STRANDVISE,LONG GRIP, GUY, WIRE, STRANDVISE, 25M, LONG BAIL. Material # Manif Part# Manufacturer Name 10010424 5204L MACLEAN 10010423 GDE5204L HUBBELL I9943 GRIP, GUY, WIRE, STRANDVISE, SHORT GRIP, GUY WIRE, STRANDVISE, SHORT GRIP, GUY WIRE, STRANDVISE, SHORT GRIP, GUY WIRE, STRANDVISE, SHORT BAIL Material # Manif Part# Manufacturer Name 10010423 GDE5204L HUBBELL Material # Manif Part# Manufacturer Name 10010422 5204 MACLEAN



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
880	19945		: 6M ALUMO WELD GUY STRAND, METER .242, LENGTH 22IN, COLOR		1,200	EA		
	Material 1000982 1000982	22 AWDE-4110.	Manufacturer Name CABLE END ONLY PREFORMED LINE PF HUBBELL	RODUCTS				
890	19941		FRANDVISE,LONG BAIL ANDVISE, 6M, LONG BAIL.		100	EA		
	Material 1000799 1000799	93 5200-L	Manufacturer Name MACLEAN FARGO					
900	19940 Material 1000799 1000799	GRIP, GUY WIRE, STR # Manf Part# 91 5200	FRANDVISE, SHORT BAIL ANDVISE, 6M, SHORT BAIL. Manufacturer Name MACLEAN FARGO		150	EA		
910	19938	COATED AIRCRAFT S	JIT RISER RISER, 4IN, WITH PLASTIC IRAND CABLE MESH GRIP ROSION RESISTANT CAST		20	EA		



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	Material 19938		Manufacturer Name LEWIS MFG.CO					
920	19939	COATED AIRCRAFT ST	JIT RISER RISER, 5 INCH, WITH PLASTIC RAND CABLE MESH GRIP ROSION RESISTANT CAST		8	EA		
	Material 19939		Manufacturer Name LEWIS MFG.CO					
930	35414	FIBERGLASS ROD SEC ULTRAVIOLET PROTEC DIAMETER, GRAY COL ENDS, END FITTINGS I MALLEABLE IRON OR COMPRESSED TO FIBI PREVENT MOISTURE I	AIN, FIBERGLASS, 120IN CTION LENGTH WITH CTIVE COATING, 13/16" MIN. OR, CLEVIS WITH ROLLER BOTH		200	EA		
	Material 1000395 1001058 1000894 1000825	55 CF 695-120R 39 GS30120CC1 42 FGS30-120R	HUBBELL R ALUMA FORM					



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940	35415 Material 1000395 1001005 1000977	FIBERGLASS ROD SE LENGTH WITH ULTRA 13/16" MIN. DIAMETE ROLLER PIN BOTH EI GALVANIZED MALLEA AND COMPRESSED T TO PREVENT MOISTU BREAKING STRENGT 230, WET 120. # Manf Part# 59 GCC30-24R 58 CF695-24R2 30 GS30024CC	RAIN, FIBERGLASS, 24IN CTION VIOLET PROTECTIVE COATING, R, GRAY COLOR, CLEVIS WITH NDS, END FITTINGS HOT DIP ABLE IRON OR ALUMINUM ALLOY TO FIBERGLASS ROD AND SEALED JRE INGRESS, 30,000 LBS H, AC FLASHOVER VOLTAGE, DRY Manufacturer Name 2 MACLEAN : HUGHES BROTHERS		100	EA		
950	34890 Material	2-1/2IN DIRECT BURY DIAMETER	VC CONDUIT IT, PVC UTILITY DUCT, FOR USE IN CONDUIT, 2.7IN MAXIMUM TAPER Manufacturer Name		250	EA		
960	1000258 1000258 20418	35 P-258-K	PRIME CONDUIT CAPLUG		100	ЕА		
	Material 1000541 1000541	COLOR # Manf Part# 10 T-1072	IT, PLASTIC, ABS, 4IN, RED IN Manufacturer Name CAPLUG PRIME CONDUIT					



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Item #	Material#		Delivery	QTY	UM	Net Price	Total
	/ material#	Description	Date			Not Fride	Total
970	22068	PLUG,600 AMP,BASIC INSULATING CONNECTOR, UNDERGROUND, 600 AMP, BASIC INSULATING PLUG, FOR USE WITH ELASTIMOLD/3M 600-AMP MODULAR DESIGN CONNECTORS, COMPLETE TERMINATION REQUIRES BASIC SHIELDED ELBOW, CABLE ADAPTER, CONDUCTOR CONNECTOR AND BASIC INSULATION PLUG.		6	EA		
	Material 22068	# Manf Part# Manufacturer Name K650BIP ELASTIMOLD					
980	19250	CLAMP, 3/0-556ACSR, 4/0-556AAC, DEADEND CLAMP, DEAD END, MIN RANGE 3/0 # 556.5 ACSR, 4/0 -556.5 AAC, TYPE ASO, STRAIGHT GROOVE, SIDE OPENING, SPRING LOADED KEEPER ONLY WITH LIFTING EYE FOR HOT STICK APPLICATION, 12,000 LB MIN ULTIMATE STRENGTH, ALL ALUMINUM		400	EA		
	Material 1001078						
990	34611	CLAMP, 4/0-336 ACSR, LINE POST CLAMP, LINE POST, FOR HORIZONTAL OR VERTICAL LINE POST INSULATORS, .50 TO 1.06 CONDUCTOR WITH OR WITHOUT LINE GUARD O.D. RANGE, MALLEABLE IRON, HOT DIP GALVANIZED		50	EA		
	Material	# Manf Part# Manufacturer Name					



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Item #	Material#	Descr	iption			Delivery Date	QTY	UM	Net Price	Total
	100018 100018 100113	58	MCTS5-1.06 47103 LPS-118	EPAC LAPP MACLEAN						
1000	22007	CLAMP CURRE RANGE SOLID (, GROUNDING NT RATING 30 MAXIMUM 1.2	ROUND,FOR JUMPER CABL , JUMPER CABLE, MAXIMUM ,000 30 CYCLES. MAIN LINE '5 O.D CABLE OR BUS, MIN N 1AX NO. 4/0 GROUND CABLE	FAULT WIRE IO. 6		50	EA		
	Material 22007	#	Manf Part# 21575	Manufacturer Name HASTINGS						
1010	34607	CLAMP STREN	, DEADEND, 20 GTH, .30 TO .6	CU,DEADEND,20,000 LB D,000 LBS, ULTIMATE 8IN, MIN TO MAX, 1/0 TO 350 ON, WITH SOCKET FITTING.			10	EA		
	Material 1000184		Manf Part# FQD-68-3S							
1020	34609	CLAMP STREN	, DEAD END, S GTH, 1.18 MIN	C,DEADEND,30,000 LB TRAIN, 30,000 LBS ULTIMAT TO 1.55 MAX CABLE SIZE, W R 1272KCM AAC.			96	EA		
	Material 100018 100018	51	Manf Part# ADE-27S SD-155S	Manufacturer Name MACLEAN ANDERSON						



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Item #	Material#		ription		Delivery Date	QTY	UM	Net Price	Total
	100018 100018		ASD-165-S 87766	ACE OHIO BRASS					
1030	34608	CLAMF STREN	P, DEAD END, S IGTH, .71 TO 1.	DEADEND,30,000 LB TRAIN, 30,000 LB ULTIMATE 12 MIN TO MAX CABLE WITH 5 CM ALL ALUMINUM.		20	EA		
	Materia 100018 100018 100018	49 48	Manf Part# ADE120-S ASD-120-S SD-112-S	Manufacturer Name MACLEAN PREFORMED LINE PRODUCTS ANDERSON					
1040	21634	CLAMF 3/16IN-		, HOT DIP GALVANIZED, FOR CLAMP SIZE 3-3/8IN X 1-9/16IN, TS.		50	EA		
	Materia 100052 100052	80	Manf Part# J1030 6448	Manufacturer Name MACLEAN COOPER INDUSTRIES					



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Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
1050	35025 SWITCH, 15KV 900AMP,DISC,HO SWITCH, DISCONNECT, HOOK OPERATED, 15KV, 900A, 110KV BIL, DISTRIBUTION CLASS, SINGLE THROW, 2 HOLE NEMA TINNED TERMINAL PAD, WITH FLANGED BASE AND 4 BOLT BACKSTRAP 24"LONG. "LOADBUSTER" HOOKS ARE REQUIRED. "LOADBUSTER" HOOKS ARE REQUIRED		5	EA		
1060	 35023 SWITCH,23KV 900AMP,DISC,HO SWITCH, 900A, DISCONNECT, HOOK OPERATED, SILICONE RUBBER POLYMER INSULATORS, MIN 23KV, MIN 125KV BIL, DISTRIBUTION CLASS, SINGLE THROW, 2 HOLE NEMA TERMINAL PADS, SILVER PLATED CONTACTS, FLANGED BASE, 4 BOLT BACKSTRAP NOMINAL 24" LONG, "LOADBUSTER" HOOKS ARE REQUIRED, SHALL MEET ALL REQUIREMENTS OF MOST CURRENT IEEE C37.32 AND C37.34 Material # Manf Part# Manufacturer Name 10002978 19853CGEP100.B ROYAL 10010380 58439-06 ALUMA FORM 10010293 S2AJNC89 ABB 10010292 58438-06 ALUMA FORM 10008340 D73P29S0 COOPER INDUSTRIES 		30	EA		



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1070	35026 Material 35026	SWITCH, 30AMP 600V, 10 POLE, TYPE FMS, TEST SWITCH, TEST, TYPE FMS, SEMIFLUSH MOUNT RATED 30 AMP, 600 VOLT, WITH 10 KNIFE BLAE POTENTIAL, #10 STUD TERMINALS, SWITCH BA FLAME RETARDANT ABS PLASTIC. *** NO SUBSTITUTE ***	TED, DES FOR ASE	30	EA		
1080	70216	SWITCH, CONTROL MODULE, 125VDC CONTROL SWITCH MODULE, 125VDC. PUSHBU GUARDS AND CONFIGURABLE LABELS.	TTON	5	EA		
	Material 70216	# Manf Part# Manufacturer Name 951031B2 SCHWEITZER ENGINEEF	RING LABORATORIES				
1090	73371 Material 73371	SWITCH,TEST,10 POLE,FMS,5 CURRENT INPUT SWITCH, TEST, TYPE FMS, 10 POLE, 5 CURREN INPUTS, WITH STUD. # Manf Part# Manufacturer Name FMS-10F-ST AVO-STATES		4	EA		



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1100	40971	SWITCH, TEST, 10 POLE, WITH CLEAR COVER SWITCH, TEST, METERING, 10 POLE, WITH CHANNEL BARRIERS, FRONT CONNECTED SCREW TYPE TERMINALS, FACE DIMENSIONS: 9-1/2 INCH X 3-1/2 INCH, PLATED CU CURRENT CARRYING PARTS, WITH CLEAR SLOTTED COVER. ASSEMBLY ARRANGEMENT: SINGLE POLE POTENTIAL, BARRIER, SINGLE POLE POTENTIAL, BARRIER, SINGLE POLE POTENTIAL, BARRIER, SOLID THRU BAR, LOAD TEST JACK DOUBLE POLE RIGHT HAND, LOAD TEST JACK DOUBLE POLE RIGHT HAND, LOAD TEST JACK DOUBLE POLE RIGHT HAND.		50	EA		
	Material 1000698 1000698	8 910119-C TESCO-ADVENT					
1110	19132 Material 1001059	HUBBELL		20	EA		



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1120 34559 Material 1000170 1000170 1000170 1000170 1000987 1000692 1000594		BRACE,5FT,CROSSARM,TREATED WOOD BRACE, CROSSARM, WOOD, 60IN SPAN, 18IN DROP, TREATED DOUGLAS FIR OR APITONG WOOD WITH GALVANIZED OR 6061-T6 ALUMINUM REVERSIBLE FITTINGS ON EACH END, 9/16IN DIA BRACE TO ARM HOLE, 11/16IN DIA BRACE TO POLE HOLE, STAMPED WITH NAME OF MANUFACTURER AND DATE OF MANUFACTURE, BRACE PAIRS TO BE BANDED TOGETHER. ** NOTE DO NOT SHIP IN CARDBOARD, BANDED PREFERRED ** # Manufacturer Name 07 446-60-18 BROOKS 05 15018 CASCADIAN 04 2045-CC-30-9-11 HUGHES BROTHERS 72 PSCRA6018 HUBBELL 24 JA476OR MACLEAN		400	PR		
1130	100017 100017 100017	34560BRACE,6FT,CROSSARM,TREATED WOODBRACE, CROSSARM, WOOD, 72IN SPAN, 22IN DROP, TREATED DOUGLAS FIR OR APITONG WOOD WITH GALVANIZED OR 6061-T6 ALUMINUM REVERSIBLE FITTINGS ON EACH END, 9/16IN DIA BRACE TO ARM HOLE, 11/16IN DIA BRACE TO POLE HOLE, STAMPED WITH NAME OF MANUFACTURER AND DATE OF MANUFACTURE, BRACE PAIRS TO BE BANDED TOGETHER.*** NOTE: DO NOT SHIP IN CARDBOARD-BANDED PREFERRED ***Material #Manf Part# Manufacturer Name 		300	PR		



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	1000660	2 JA4772R MACLEAN					
1140	59225	COVER,24IN X 36IN,ARMORCAST COVER,24"X36", H20, 20K W/CI READER AND SENSUS 520M AMI HOLE. THE COVER MUST NOT BE BUOYANT. ARMORCAST #A6001975TRCI-H7		20	EA		
1150	21418 Material	KIT,REFLECTOR STRIP,1IN X 4IN,ORANGE REFLECTORSTRIP KIT, EACH KIT WILL CONSIST OF THREE EACH -1IN X 4IN HIGH VISIBILITY RED-ORANGE SAFETYREFLECTORS FOR HARD HAT OR CAP.#Manf Part# Manufacturer Name		200	EA		
	1000798 1000525						
1160	21419	KIT,REFLECTOR STRIP,1IN X 4IN,YELLOW REFLECTOR STRIP KIT, EACH KIT WILL CONSIST OF THREE EACH - 1IN X 4IN HIGH VISIBILITY YELLOW SAFETY REFLECTORS FOR HARD HAT OR CAP.		100	EA		
	Material 1000798 1000525	0 DD-03932-MFLUOR-1X4 DESIGNER DECAL					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
1170	34566 Materia	BRACKET, EXTENSIO MOUNTING CUTOUT LINE CONSTRUCTION *** NO SUBSTITUT			300	EA		
	100017 100017	27 J24518	MACLEAN MIF FLAGG					
1180	34624	STRENGTH LBS.	CKET WYE E, 30,000 LB. ULTIMATE ISLYN #33303++++++++		200	EA		
	Materia 100018 100018 100018	92 SY-56 91 SYC-30	Manufacturer Name ACE ANDERSON 2 SYC-56 MACLEAN					
1190	21751		S A 4IN VERTICAL CROSSARM DIMENSIONS: 4IN X 5-1/4IN X		300	EA		
	Materia 100058 100058	46 J4060	Manufacturer Name MACLEAN HUBBELL					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
1200	34926	SHACKLE,5/8IN,30000 SHACKLE, ANCHOR, M GALVANIZED BODY A) LB,ANCHOR,GALV WITH 5/8IN PIN, HOT DIPPED ND PIN, STAINLESS STEEL .BS ULTIMATE STRENGTH.		40	EA		
	Material 1001177 1000267 1000785	77 AS-2 76 AS-25-L	Manufacturer Name Line Hardware Inc. ANDERSON MACLEAN					
1210	20023	INDICATOR, FAULT, C MINIMUM 1000 OPER REPLACEABLE 10 YE CONDUCTOR RANGE WITH CURRENT RESE OPERATING TEMPER	DTSTICK MOUNTABLE,O/H DVERHEAD, LED INDICATOR WITH ATING HOURS WITH AR LITHIUM CELL BATTERY, #2ACSR-795AAC, 4 HOUR RESET ET OVERRIDE, MINIMUM ATURE MINUS 40DEG C TO PLUS DPERATING VOLTAGE 69KV		150	EA		
	Material 1001157		Manufacturer Name C3-L-N-A FISHER-PIERCE					
1220	73373	DECAL, WINDOW, REV APPLICATION. 1.25" X W/FLUORESCENT OR	ANGE LETTERING, BACK SLIT. ST SWITCHES BEFORE REMOVING		100	EA		
	Material	# Manf Part#	Manufacturer Name					



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Item #	Material#	Description		Deliver Date	ry QTY	UM	Net Price	Total
1230	73373 29988	DD-73373-TF	DESIGNER DECAL		10	EA		
1240	22162 Material 1000571 1000571	TERMINAL LUG, 336.4 2-HOLE, COMPRESSIO # Manf Part# 1 YCA321R-2N	Manufacturer Name		25	EA		
1250	22199 Material 1001062 1001062	TERMINAL LUG, 1272 COMPRESSION TYPE COMPOUND. # Manf Part# 21 16-165C FC	AAC,4-HOLE,COMPRESSION STRANDED AAC, 4-HOLE, 1/2" HOLES. WITH INHIBITOR Manufacturer Name TRAVIS PATTERN & FOUNDRY BURNDY		10	EA		



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Item # Ma	aterial# Description	Delivery Date	QTY	UM	Net Price	Total
1260 363	365 VALVE, 4IN, GATE, MJ X MJ, **** GATE, VALVE, MJ X MJ, 4IN, CAST IRON, WITH 2" OPERATING NUT WHICH OPERATES LEFT TO OPEN (COUNTER CLOCK WISE), NON RISING STEM, UL LISTED AND FM APPROVED, VALVES SHALL CONFORM TO THE LATEST C515 AND AWWA C550. FLANGED ENDS SHALL CONFORM TO REVISION OF AWWA C110/A21.10, (ANSI B16.1, CLASS 125) Material provided under this specification must be manufactured within two years of the date of the purchase order unless prior approval is obtained from Tacoma Water. APPROVED: AMERICAN FLOW SERIES 2500, CLOW MODEL RS, KENNEDY MODEL RWGV-96, M&H STYLE 4067, MUELLER STYLE 2360, US PIPE METROSEAL 250, AVK MODEL NO. 25-100-00 EAST JORDAN IRON WORKS "FLOW MASTER" MOT ACCEPTABLE: AMERICAN DARLING		15	EA		



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1270 31103 15 EA VALVE,4IN,GATE,TAP,FLNG INLET X MJ,CI, VALVE, GATE, TAPPING 4". FLANGED INLET X 15 EA VALVE, GATE, TAPPING 4". FLANGED INLET X MECHANICAL JOINT OUTLET, CAST IRON, WITH 2 IN. 0PERATING NUT WHICH OPERATES LEFT TO 0PERA(COUNTER CLOCK WISE), NON RISING "O" RING SEALED STEM, UL LISTED AND FM APPROVED, SUPPLY BOLTS AND GASKET FOR FLANGED END ONLY. VALVES SHALL CONFORM TO THE LATEST REVISION 0F AWWA C500, C111 AND C110 OR C515 AND C550. DUCTILE IRON GATE VALVES MEET AWWA C515			Date	Description	
FLANGED ENDS SHALL CONFORM TO C110/A21.10. (ANSI B16.1, CLASS 125). MATERIAL PROVIDED UNDER THIS SPECIFICATION MUST BE MANUFACTURED WITHIN TWO YEARS OF THE DATE OF THE PURCHASE ORDER UNLESS PRIOR APPROVAL IS OBTAINED FROM TACOMA WATER. Material # Manf Part# Material # Manufacturer Name 10008003 STYLE T-2360-19 MODEL 8950 KENNEDY 10008803 MODEL 8950 KENNEDY 10008801 MODEL F6114 CLOW VALVE CO 10008800 SERIES 2500	EA	15	Date	 VALVE, 4IN, GATE, TAP, FLNG INLET X MJ, CI, VALVE, GATE, TAPPING 4". FLANGED INLET X MECHANICAL JOINT OUTLET, CAST IRON, WITH 2 IN. OPERATING NUT WHICH OPERATES LEFT TO OPEN(COUNTER CLOCK WISE), NON RISING "O" RING SEALED STEM, UL LISTED AND FM APPROVED, SUPPLY BOLTS AND GASKET FOR FLANGED END ONLY. VALVES SHALL CONFORM TO THE LATEST REVISION OF AWWA C500, C111 AND C110 OR C515 AND C550. DUCTILE IRON GATE VALVES MEET AWWA C515 FLANGED ENDS SHALL CONFORM TO C110/A21.10. (ANSI B16.1, CLASS 125). MATERIAL PROVIDED UNDER THIS SPECIFICATION MUST BE MANUFACTURED WITHIN TWO YEARS OF THE DATE OF THE PURCHASE ORDER UNLESS PRIOR APPROVAL IS OBTAINED FROM TACOMA WATER. # Manf Part# Manufacturer Name 32 FLOW MASTER EAST JORDAN IRON WORKS 35 STYLE T-2360-19 MUELLER 3 MODEL 8950 KENNEDY 32 STYLE 4751-01 M&H 31 MODEL F6114 CLOW VALVE CO	1270



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
	Material# 36367	Description VALVE,6IN, GATE, MJ X MJ **** GATE, VALVE, MECH. JOINT X MECH. JOINT, 6IN, CAST IRON, " WITH 2IN OPERATING NUT WHICH OPERATES LEFT TO " OPEN (COUNTER CLOCK WISE), NON RISING STEM, UL LISTED AND FM APPROVED, VALVES SHALL CONFORM TO THE LATEST C15 AND AWWA C550. SHALL CONFORM TO REVISION OF AWWA C110/A21.10, (ANSI B16.1, CLASS 12) Material provided under this specification must be manufactured within two years of the date of the purchase order unless prior approval is obtained from Tacoma Water. APPROVED: AMERICAN FLOW SERIES 2500 CLOW MODEL RWGV-96 MAH STYLE 4067 MUELLER STYLE 2360 US PIPE METROSEAL 250 AVK MODEL NO. 25.150-00 EAST JORDAN IRON WORKS "FLOW MASTER"		QTY 20	EA	Net Price	Total



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1290	35524 Material 1000430 1000430 1000430 1000430 1000999 1000999 1000902	 VALVE,6IN,GATE,FLNG X FLNG,CLASS 125 GATE, VALVE, FLANGE X FLANGE, 6 INCH, CAST IRON, WITH 2 INCH OPERATING NUT WHICH OPERATES LEFT TO OPEN (COUNTER CLOCK WISE), NON RISING STEM, UL LISTED AND FM APPROVED VALVES SHALL CONFORM TO THE LATEST REVISION OF AWWA C515 AND AWWA C550. FLANGED ENDS SHALL CONFORM TO C110/A21.10, (ANSI B16.1, CLASS 125) Material provided under this specification must be manufactured within two years of the date of the purchase order unless prior approval is obtained from Tacoma Water. # Manf Part# Manufacturer Name MODEL RS CLOW VALVE CO MODEL RWGV-96 KENNEDY STYLE 2360 MUELLER METROSEAL 250 US PIPE SERIES 2500 AMERICAN FLOW CONTROL FLOW MASTER EAST JORDAN IRON WORKS 		24	EA		
1300	71200	COVER,24IN X 36IN,ARMORCAST,TOUCH READ COVER,24"X36" 20K W/SENSUS 520M AMI HOLE AND MAGNETS, H20, WITH TOUCH READ HOLE 6"X6" OFF OF ONE CORNER. THE COVERS MUST NOT BE BUOYANT. Armorcast# A6001975T-H7		50	EA		
	Material 71200	# Manf Part# Manufacturer Name A6001975T-H7 ARMORCAST					
				-	Net Value Plus Tax		
1					Total Am		

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 <u>http://bls.dor.wa.gov</u>.
- 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, <u>https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/</u>. 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.
 - 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.
 - 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 nonresponsive 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.
 - I. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
 - 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.
 - 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 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:
 - 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

- 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 disgualified (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 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.
- 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, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>.
- 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.
 - 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 <u>accountspayable@cityoftacoma.org</u>.
 - 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.
 - 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:
 - 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 <u>not</u>, 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 ta 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.