CITY OF TACOMA

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REQUEST FOR QUOTATION 6000050322

Return Bids By 11:00 AM, 04/19/2021 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 #	TP21-050)1F
Bid Issue Date	04/07/202	21
Vendor Number	109226 V	VEB VENDOR FOR RFQ
Vendor Informatio	n (vendor t	o complete)
Firm Name:		
Address:		
City/State/Zip		1 1
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	SIGN THIS BID
x		DATE://
NAME :		
TITLE :		

Item #	Material#		Delivery	QTY	UM	Net Price	Total
	Description		Date				
	The City of Tacoma, Tacom	na Power is soliciting bids for a one (1) year					
	contract to provide warehou	ise stock items on an as-needed basis for					
	the period of May 1st, 2021	through April 30th, 2022 with option for an					
	additional four(4) one-year r	additional four(4) one-year renewals.					
	Price adjustments will be co	onsidered on a quarterly basis per the					
	schedule below. Documenta	ation shall be provided to support any					
	proposed price increases. N	lo price adjustments for vendor profit					
	margin will be considered. F	Price adjustment dates will remain the same					
	for contract renewal options	.					
	Date of Adjustment	Price Adjustment Request Due Date					
	August 15, 2021	August 1, 2021					
	November 15, 2021	November 1, 2021					
	February 15, 2022	February 1, 2022					
	May 15, 2022	May 1, 2022					
	**Minimum order quantities	shall be noted for each item, when					
	applicable, and will be used	in the bid tabulation and evaluation.**					
	Multiple contracts may be a	warded from this bid although the					

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	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					
	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.					
	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					

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	Description	Date				
	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, TP21-0501F, 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					
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					
	SPARCAL #2010 WHITE					
	3M #7725-10 WHITE					
	Material # Manf Part# Manufacturer Name					
				<u> </u>		

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
	10136	DD-10136 DESIGNER DECAL	Date				
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.					
	Material	APPROVED COLORS FOR VINYL: CALON #02 WHITE SPARCAL #2010 WHITE 3M #7725-10 WHITE # Manf Part# Manufacturer Name					
	10137	DD-10137 DESIGNER DECAL					
30	21439	LABEL, SIN 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.		100	EA		
	Material 21439	***NO SUBSTITUTE*** # Manf Part# Manufacturer Name 60091-2 DESIGNER DECAL					
40	21428	SIGN,2-1/4IN X 4-1/2IN,HIGH VOLTAGE SIGN, "DANGER HIGH VOLTAGE KEEP OUT", VINYL WITH PEEL OFF ADHESIVE BACK, 2-1/4IN HIGH X 4-1/2IN WIDE.		200	EA		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
	Material 1001083 1000680	34 DD-21428-TF	Manufacturer Name DESIGNER DECAL BRADY					
50	21317	CLIMBERS, LINEMAN, ALCO ALUMINUM ALL	ITH BOTTOM STRAPS LEFT AND RIGHT, ADJUSTABLE, DY, WITH 1-5/8IN REPLACEABLE , AND BOTTOM STRAPS		4	PR		
	Material 21317	# Manf Part# BD-14-1N	Manufacturer Name BASHLIN					
60	21345	GAFF,#14,POLE CLIMI GAFF,BASHLIN,#14,W			3	PR		
	Material 21345	# Manf Part# 14	Manufacturer Name BASHLIN					
70	21415		ON WRAP 4IN WIDE, WITH G, ADJUSTABLE VELCRO		4	PR		
	Material 21415		Manufacturer Name BUCKINGHAM					

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
80	21416 Material 21416	POUCH, LEATHER POUCH, LEATHER, BO	OLT AND NUT BAG, ATTACHES BY N X 9IN X 2-1/2IN. Manufacturer Name BASHLIN		6	EA		
90	35138 Material 1000325 1000325	# Manf Part#	LINEMANS,4 POCKET E, LEATHER, 4 POCKET# Manufacturer Name BASHLIN ESTEX		7	EA		
100	48714 Material 48714	GAFF GUARD, UNIVER COATED METAL CUP *** NO SUBSTITUTE	<u></u> ***		15	PR		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
110	52357 Material 52357	CLEANER, FOR USE OR RUBBER GOODS, INCOMPER CABLES; AND NEUTRAL, AND BIODE BOTTLE WITH SPRAY # Manf Part#	BBER GOODS,SPRAY BOTTLE ON ALL NATURAL AND SYNTHETIC LUDING LINEMAN'S GLOVES; O LINE-HOSE. WATER-BASED, PH EGRADABLE. PKG IN 1-QUART ER. Manufacturer Name AMERICAN POLYWATER CORPORAT	TION	12	EA		
120	34633 Material 1000191 1000760	11 TLPHD01J 12 A-128		rion	60	GAL		
130	34632 Material 1000190 1000190	LUBRICANT, CABLE, F VISCOSITY, IN 1 GALL AMBIENT TEMPERATU DEGREES F. ** NO SUBSTITU' # Manf Part# 10 31-371			20	GAL		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
140	52358 Material 52358	PRE-LUBE BAGS. BAC LONG, AND USED IN 3 PACKAGED 6 BAGS P	RICANT, PACKED IN 1/2 GALLON TO BE 3IN IN DIAMETER X 14IN I-1/2IN AND LARGER CONDUIT.		12	EA		
150	10019		PE, FOR PVC, UP TO 6IN PIPE, IED, FAST SET, PER ASTM SPEC		60	CAN	ı	
	Material 10019	# Manf Part# 705	Manufacturer Name WELD-ON					
160	10062		IMUM EXPANDING,CLASS 1 EXPANDING FOAM, CLASS 1		60	CAN	1	
	Material 1000950 1000614	2 79547	Manufacturer Name RAINBOW TECHNOLOGY CORP HANDI FOAM					
170	34631	COMPOUND,5.3OZ,SII	LICON DIELECTRIC		60	EA		
	Material 1000190	# Manf Part#	E, DIELECTRIC, 5.3 OZ. TUBE. Manufacturer Name SILCHEM					

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
	1000190	-	NOVAGUARD					
180	35245		1590 AAC,4-HOLE PAD DLTED TERMINAL, CABLE TO 2 -1590MCM AAC TO 3IN 4-HOLE		48	EA		
	Material : 1000350 1000703 1000724	5 TCV-160-4N- 0 A7M-250-4N	Manufacturer Name AA DOSSERT HOMAC TRAVIS PATTERN & FOUNDRY					
190	35355		J,2-HOLE,1/2",COMPRESS TRANDED COPPER, 2-HOLE, 1/2" HOLES		100	EA		
	Material : 1000379 1000379 1000379 1000379	4 L350N 3 CL15-2N 6 YA31-2N	Manufacturer Name HOMAC RICHARDS MANUFACTURING BURNDY PENN-UNION					
200	35374		J,2-HOLE,1/2",COMPRESS CM STRANDED COPPER, 2-HOLE 1/2" HOLES		25	EA		
	Material : 1000384 1000383 1000383	0 BBLU-050D 9 CHL-500-BN	Manufacturer Name PENN-UNION ANDERSON HOMAC					

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Itom #	Material#			Delivery	OTV	UM	Net Price	Total
Item #	wateriai#	Description		Date	QTY	UNI	Net Price	lotal
	1000383	7 YA34-2N	BURNDY					
210	35385	TERMINAL LUG, 795 A	AC,4-HOLE,WEDGE TYPE AC SHANK, 4-HOLE PADDLE, 1/2 TANDARD, TO BE USED WITH A GE		20	EA		
	Material 1000386 1000386	6 WEJTAP WO	Manufacturer Name AY49R-4N BURNDY AMP					
220	18928		.E HELIX, 10IN .E HELIX, 10IN DIAMETER, 2-1/4IN FT-LB TORQUE RATING	ı	60	SE	т	
	Material 1000945 1000945 1001067	TAX-225-100 9 C102-5201	E *** Manufacturer Name (10) EARTH CONTACT PRODUCT CHANCE MACLEAN	rs				
230	18986	BELL END,2IN,CONDUBELL END, FOR 2IN C	JIT,PVC,SCH40 ONDUIT, PVC, SCH 40, GRAY.		20	EA		
	Material 1000838 1000838 1000838	7 MEB20 6 59678	Manufacturer Name KRALOY HERITAGE PLASTICS INC PRIME CONDUIT					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
		-		Duto				
240	18987	BELL END, FOR 2-1/2I	NDUIT,PVC,SCH40 N CONDUIT, PVC, SCH 40, GRAY.		200	EA		
	Material 1000838 1000838 1000838	59679 3 MEB25	Manufacturer Name HERITAGE PLASTICS INC KRALOY PRIME CONDUIT					
250	18988	BELL END,4IN,CONDI	JIT,PVC,SCH40 ONDUIT, PVC, SCH 40, GRAY		120	EA		
	Material 1000838 1000837 1000837	MEB40 9 59682	Manufacturer Name KRALOY HERITAGE PLASTICS INC PRIME CONDUIT					
260	19331	CONDUIT,1IN,FLEX,LI CONDUIT, FLEXIBLE, NONMETALLIC	QUID TIGHT,NON-METL 1 INCH, LIQUIDTIGHT,		50	FT		
	Material 19331	# Manf Part# 15008	Manufacturer Name PRIME CONDUIT					

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
270	19395 Material 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 **# # Manf Part# Manufacturer Name C4F CONDUIT REPAIR SYSTEMS		6	EA		
280	21643 Material 1000578 1000578	SDR13.5-1" COMMSCOPE		10,000	FT		



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Item #	Material#	Description	Delivery Date	QTY	ИМ	Net Price	Total
290	41993 Material 1000837 1000837	4 MEB60 KRALOY 3 59684 HERITAGE PLASTICS INC		20	EA		
300	73751	EXTENSION, TERM LUG, AL, NEMA, TRANSFORMER EXTENSION, ALUMINUM PAD, NEMA 2-HOLE TERMINAL LUG FOR 3PH PADMOUNT TRANSFORMER SPADE CONNECTIONS. TIN PLATED 6061-T6 ALUMINUM. 10" WIDE X 12.75" LONG X .5 THICK. QTY 1056 DIAMETER MOUNTING HOLES AND 2 SLOTTED RAILS . MEETS PERFORMANCE REQUIREMENTS OF ANSI C119.4.		10	EA		
	Material 73751	# Manf Part# Manufacturer Name FPX-10-2S-50T CONNECTOR MANUFACTURING COMF	PANY				
310	48048 Material 48048	ANCHOR,KEY,276 SQ IN,EXPANDING,FOR POLES ANCHOR KEY, POLE, EXPANDING, 276 SQUARE INCH, STEEL-COATED # Manf Part# Manufacturer Name J4817 MACLEAN		5	EA		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
320	19139 Material 19139	FOR USE WITH 400 W WALL MOUNTING. ML STANDARD 07320000 AND HOT DIPPED GA BRACKET TO INCLUD HEX HEAD GALVANIZ WASHER AND LOCK V ARM TYPE NOT ACCE DRAWING 07320000, I	G, LUMINAIRE, ANGLE SUPPORT, PATT LUMINAIRE, FOR POLE OR UST BE CONSTRUCTED MATERIAL FROM 3/8 INCH X 2 INCH STEEL LVANIZED. AFTER FABRICATION E 1 EACH 3/4 INCH X 1-1/4 INCH ED MACHINE BOLT WITH FLAT WASHER PER BRACKET. (MAST EPTABLE). PER TACOMA POWER DATED APRIL 2, 1999. Manufacturer Name		20	EA		
330	19181	LOAD-BREAK ELBOW	ION-GROUNDED,INS D, PARKING, NOT GROUNDED, FOR .++++++++++++++++++++++++++++++++++++		25	EA		
	Material 1000632 1000632	21 ISB215	Manufacturer Name COOPER INDUSTRIES ELASTIMOLD					
340	19202		ND,COND,COLD SHRINK LD SHRINK, 1.02IN TO 1.94IN SE.		100	EA		
	Material 19202	# Manf Part# EC-3	Manufacturer Name 3M					



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Item #	Material#		Delivery	QTY	UM	Net Price	Total
iteiii #	wateriai#	Description	Date	QII	OW	Net File	IOIAI
		•					
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	CAP, SMALL, END, HEAT SHRINK TUBING CAP, END, HEAT SHRINKABLE TUBING, SMALL, 3.5 INCH MINIMUM LENGTH X 1.37 IN. MINIMUM EXPANDED SIZE; MINIMUM RECOVERED SIZE .50 IN, WITH ADHESIVE SEALANT. PACKAGED 10 TO A BOX.++++++++++++++++++++++++++++++++++++		50	EA		
	Material 1000181 1000181	4 ECS1450 XL TECHNOLOGIES-HEBRAN INDUSTRIES					





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Item #	Material#	Description			elivery Oate	QTY	ИМ	Net Price	Total
370	Material 1000727	STEEL WITH HOT DIPI INTO SLOTTED RACK PREVENT CABLE FRO # Manf Part# 70 C2030316	RT, 18IN EXTENSION FROM PED GALVANIZING, T-END FI SYSTEM. TURNED UP END T	TS		30	EA		
380	18960 Material 18960	8-1/2IN X 9IN X 4IN BA WITH REINFORCED BO WITH TWO STRAPS JO	N,BOLT & NUT FOR LINEMAN'S TOOL BELT, G MADE FROM #8 CANVAS D OTTOM. ATTACHES TO BELT DINED BY SNAPS AND "D"s. Manufacturer Name BASHLIN	DUCK,		5	EA		
390	19682 Material 19682	CABLE, GROUNDING, COMPRESSION,ZINC I 5/8-11 NC THREADS. N				25	EA		



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Item #	Material# Descrip	tion		Delivery Date	QTY	UM	Net Price	Total
400	FERRULE COMPRE MINIMUM * * * * * NOT ACC Material #	E, CABLE, GF SSION, ZINC OF 1-1/2 INC	N,CABLE GRDG,COMP COUNDING, NO. 4/0 COPPER, PLATED 5/8-11 NC THREADS CH IN LENGTH HANCE #C600-2601 Manufacturer Name HASTINGS		25	EA		
410	FITTING, GALVANI. GALVANI. MOUNTIN	SIDEWALK, I ZED DUCTIL	POLE PLATE POLE PLATE, HOT DIP E IRON, FITS 2IN AND 2-1/2IN ITH FOUR 9/16IN HOLES FOR E SCREWS. Manufacturer Name MACLEAN		15	EA		
420	RING, ME TYPE, AL SEAL, MC POSITION ENTER A ANSI STA *** NO ******************************	TER, SEALIN LOWS EASY DUNTING SC N WHEN ASS SSEMBLY FF NDARD C12 SUBSTITUTION	******** BB, EKSTROM 8-9001		4,000	EA		

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
430	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.		1,000	EA		
	Material 43410	*** NO SUBSTITUTE *** # Manf Part# Manufacturer Name 609 YELLOW RADAR ENGINEERS					
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		
	Material 1001033 1000669 1000827 1000615 1000615	6 MT1800-3000 MILLIKEN INFRASTRUCTURE 6 20000068 A-D TECHNOLOGIES 0 HERCULINE P1800W PACIFIC STRAPPING INC 2 PW1800-3K REDBACK INDUSTRIES LLC 1 WP1800P NEPTCO					
450	20572	ROD,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.		25	EA		
	Material	# Manf Part# Manufacturer Name					

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Item #	Material#	Description		Delivery	QTY	UM	Net Price	Total
		Description		Date				
	20572	J7350	MACLEAN					
460	34496	BAIL,1/0 CU,HOT LINE HOT LINE CLAMP, 1/0			50	EA		
	Material 1000158 1000158	52 S4425-10	Manufacturer Name HOMAC BURNDY					
470	37662	COUPLING, 2 INCH, S DUCT CONDUIT. A SPLIT COUPLING FOR	DUCT TO SPLIT DUCT PLIT DUCT CONDUIT TO SPLIT R CONNECTING SPLIT CONDUIT		5	EA		
		TOGETHER WITH AN CREATING A TIGHT, S	ROUND EXISTING CABLE. SNAPS INTERLOCKING DESIGN SMOOTH, WEATHER TIGHT SEAL. NEEDED FOR THE SEALING					
	Material 37662	*** NO SUBSTITUTI # Manf Part# RC2F	E *** 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					



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Item #	Material#		Delivery	QTY	UM	Net Price	Total
	inatoria	Description	Date	٠		110111100	10141
490	20016 Material 20016	HOOK,SNAP,SWIVEL,HAND LINE HOOK, SNAP, SWIVEL, HAND LINE. # Manf Part# Manufacturer Name 470 KLEIN		60	EA		
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		



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
520		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		25	EA		
530		D20009NECR KLEIN 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		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		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
550	58320	X 3 IN H, WITH 2, 1/4IN "THIS WIRE IS STEEL VALUE". MUST ALSO I LOGO. THE ARTWORK PURCHASE IS APPRO	.035 Orange PE2Print HDPE, 4 IN W I PUNCHED HOLES. MUST SAY: NOT COPPER. IT HAS NO SCRAP NCLUDE TACOMA POWER'S K MUST BE APPROVED BEFORE VED. MANUFACTURER MUST OWER WAREHOUSE FOR		1,000	EA		
560	21240	WIRE, 038IN, LASHING WIRE, LASHING, STAI COILS, TYPE 302, STR	NLESS STEEL, .038IN, 6-1/2LB		30	EA		
570	Material 1000208 1000207	EYE, SUSPENSION, B. DIMENSION 1IN X 2IN. ++++++++++++++++++++++++++++++++++++	Manufacturer Name ACE MACLEAN OHIO BRASS		100	EA		
	1000207	77 BE30	ANDERSON					

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Item #	Material#	ription		Delivery Date	QTY	UM	Net Price	Total
580	34744			24.0	100	EA		
380	GUAR LINE G WIRE.	SUARD, SINGLE	E,17 RODS/SET,WHITE SUPPORT, FOR 1272 MCM AAC DDS 51IN, 17 RODS PER SET, Manufacturer Name DULMISON PREFORMED LINE PRODUCTS		100	EA		
590	34754 GUY, H GUY, F Material # 10011771		Manufacturer Name Line Hardware Inc.		200	EA		
	10010582 10007885 10007760	DG22H3 GH6ILS P134AXW	EATON CHANCE MACLEAN					
600	KNIFE THAT I	, SKINNING, LIN LOCKS OPEN, N	DING,LINEMAN'S EMEN'S, FOLDING, WITH BLADE MINIMUM BLADE LENGTH 2-1/2IN, IG, WITH PLASTIC HANDLE. Manufacturer Name ESTEX IDEAL INDUSTRIES INC. KLEIN		6	EA		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
610	-				200	EA		
620	34895	STRANDS, BOUND TO BINDER 335 TENSILE, POINT, PACKAGE WE PER BOX, PACKAGED CENTER PUNCHOUT, TUBE. *** NO SUBSTITUTE **	C, UNTWISTED PARALLEL GETHER WITH SPIRAL JACKET APPROX. 240 LB KNOT BREAKING GHT APPROX. 10 LBS, 3500 FEET IN CARDBOARD BOX WITH LINE PULLS FROM CENTER OF * **		12	EA		
630	Material 1000624 1000624	11 3500 SPIRAL 10 35M-027002/	+++++++ Manufacturer Name WRAP POLYMER GROUP, INC. 023205 CONTINENTAL WESTERN CORF	D.	50	FA		
630	Material 1000263 1000263 1000263	# Manf Part# 85 8448 40 8348	Manufacturer Name PORCELAIN PRODUCTS MACLEAN KEARNEY		50	EA		

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Item #	Material#	Descri	ption		Delivery Date	QTY	UM	Net Price	Total
	1000263 1000263 1000263 1000263 1000263	37 36 34 33	NCC348 613480 WA-348-C 348 7508 7508	NEHRING ERITECH WILCOR HARGER BLACKBURN GALVAN INDUSTRIES INC					
640	34913	ROPE, P BRAIDER CORDAG STRENG MUST CO MANUFA WITH A S URETHA FREE, N MILDEW THE MAI NUMBEF LENGTH WEIGHT (LBS.), D LIMITS (I COLOR I 0 OR 5-G 1 OR 6-C 2 OR 7-E 3 OR 8-Y 4 OR 9-F NON-API CERTIFIC SPECIFIC MATERIA	OLYESTER, O COVER ANI DE POLYESTI STH 5,940 LBS ONTAIN COV ACTURER ANI SPLICABLE, M ANE COATING ON-KINKING, EACH CONT NUFACTUREI R, NAME OF I' (IN RELAXEI ANEW ROPE PESIGN FACT RANGE/LBS.) FOR ROPE SI GREEN; DRANGE; SLUE; PELLOW; RED PROVED BID CATION IN W CATION AND AL COMMITTI	AIDED COVER 1/2 INCH DIAMETER, 1-1/2 IN CIRC., D CORE OF HIGH TENACITY ER; MINIMUM BREAKING S. WEIGHT PER 100 FEET 8.0 LBS.; ER IDENTIFICATION MARKINGS OF D TYPE. COAT ENTIRE COVER WATERBASE, AROMATIC S. THE ROPE SHALL BE TORQUE IMPERVIOUS TO ROT AND FAINER SHALL BE MARKED WITH R'S NAME OR SYMBOL, CATALOG TEM, ROPE DIAMETER, ROPE D STATE), GROSS WEIGHT, NET MINIMUM BREAKING FORCE OR (RANGE), AND WORKING LOAD 600 FOOT REELS. COATING UPPLIED IN YEAR ENDING IN: DERS MUST SUPPLY A RITING GIVING THEIR ROPES PROVIDE A 5 FOOT SAMPLE FOR EE APPROVAL.		600	FT		
	Material 1000264 1000264	16		Manufacturer Name R DOUBLE BRAID CONTINENTAL WEST STABLE BRAID AMERICAN GROUP	ERN CORP.				



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
650	Material 1000718 1000660 1000572	0 Q3932 HOOVEN ALLISON 1 POLY-DAC 325050 CONTINENTAL WESTERN CORP. 0 POLY-PLUS 755050 CONTINENTAL WESTERN CORP.	STERN CORP	9,600	FT		



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
660	34911			1,200	FT		
		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.					
	Material						
	1000264						
	1000264	1 POLYESTER DOUBLE BRAID CONTINENTAL WESTER	RN CORP.				
	1		ı	-			

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
670	Material 1000264 1000264	4 POLYESTER DOUBLE BRAID CONTINENTAL WESTER	N CORP.	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#	Descri	ption		Delivery Date	QTY	им	Net Price	Total
	Material 100071: 100071:	31	Manf Part# GL-406 7653	Manufacturer Name FARGO MACLEAN					
690	20913 Material 1000910	SPLICE, # 03	Manf Part# 5042	GUY WIRE, 12.5M Manufacturer Name MACLEAN		50	EA		
700	1000910 20914	SPLICE,		HUBBELL O STRANDLINK, FOR USE ON 25M		25	EA		
	Material 1001059 1001059	94	Manf Part# 5044 GLS5044	Manufacturer Name MACLEAN HUBBELL					
710	35361			TO,18/1 IATIC, SPLICE, NO 336.4 ACSR,		20	EA		
	Material 100038 1000842	11	Manf Part# GL-411 7658AP	Manufacturer Name FARGO MACLEAN					

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
720	35353	SPLICE,350 CU STR,4 CONNECTOR, HYLINK LONG.	-1/8IN 5, 350 MCM, COPPER, 4-1/8IN		50	EA		
	Material 1000378 1000378 1000378	6 C350 8 YS31	Manufacturer Name HOMAC BURNDY PENN-UNION					
730	22167	SPLICE,477 AAC - 477 CONNECTOR, WIRE, A KCM TO 477 KCM AAC ***********************************	AUTOMATIC COMPRESSION, 477 C, SPLICE.		120	EA		
	Material 1000567 1000567	7659	Manufacturer Name MACLEAN FARGO					
740	20912	SPLICE, 6M GUY, AUTO SPLICE, AUTOMATIC,	GUY WIRE, 6M		100	EA		
	Material 1000910 1000910	5040	Manufacturer Name MACLEAN HUBBELL					



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
750	21237	GUY WIRE,6M GUYWIRE, 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.		7,500	FT		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
780	19963 Material 19963	STAINLESS STEEL BA	, NO 2-1/0 AL, 11 INCH SOLID IL WITH LOCKING CAPABILITIES.		400	EA		
790	19962 Material 1001033 1001157	STEEL BAILS WITH LC BAILS NOT ACCEPTAB # Manf Part# 11 7187	,#4-1/0 ACSR, SOLID STAINLESS OCKING CAPABILITIES, FLEXIBLE		3,000	EA		
800	Material 1000217 1000217 1000862	MEAN DIAMETER .343 YELLOW # Manf Part# 73 HG523-12.5 71 AWDE-4119	Manufacturer Name HELICAL PREFORMED LINE PRODUCTS		600	EA		

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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
810	19942 Material 1000799 1000799	# Manf Part# 95 5202-L	ANDVISE, 12.5M, LONG BAIL. Manufacturer Name MACLEAN		200	EA		
820	34738 Material 1000217 1000216	# Manf Part# 70 GDE5202	ANDVISE,SHORT RANDVISE, 12.5M, SHORT BAIL. Manufacturer Name FARGO MACLEAN		100	EA		
830	19964 Material 1001033 1001157	STAINLESS STEEL BA FLEXIBLE BAILS NOT # Manf Part# 33 7197	E, FOR 2/0 TO 4/0 ACSR, SOLID NILS WITH LOCKING CAPABILITIES		200	EA		
840	42362	1-5/8IN CABLE SIZE, V STRAND CABLE MESH CORROSION RESISTA	ONDUIT RISER I RISER, 2-1/2 INCH, 1-1/8IN TO VITH PLASTIC COATED AIRCRAFT H GRIP ATTACHED TO A ANT CAST BRONZE RING, TO 12/0 SECONDARY CONDUCTOR.		20	EA		



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	Material 42362	# Manf Part# LR 2-1/2-1.12	Manufacturer Name LEWIS MFG.CO					
850	34740 Material 1000217 1000217	75 HGS31-25M	2 25M ALUMO WELD Manufacturer Name		100	EA		
860	19944 Material 1001042	# Manf Part# 24 5204L	RANDVISE, 25M, LONG BAIL. Manufacturer Name MACLEAN		120	EA		
870	1001042 19943 Material 1001042 1001042	GRIP,25M,GUY,STRAI GRIP, GUY WIRE, STF # Manf Part# 22 5204	IDVISE,SHORT ANDVISE, 25M, SHORT BAIL Manufacturer Name MACLEAN HUBBELL		60	EA		

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880	19945 Material 1000982	7 STRAND, MEAN DIAI CODE - YELLOW *** NO SUBSTITUTE # Manf Part#	6M ALUMO WELD GUY STRAND, METER .242, LENGTH 22IN, COLOR	RODUCTS	1,200	EA		
890	1000982 19941	21 AWDE4110 GRIP,6M,GUY WIRE,S			100	EA		
	Material 1000799 1000799	# Manf Part# 93 5200-L	Manufacturer Name MACLEAN FARGO					
900	19940 Material 1000799 1000799	GRIP, GUY WIRE, STR # Manf Part# 91 5200	TRANDVISE,SHORT BAIL ANDVISE, 6M, SHORT BAIL. Manufacturer Name MACLEAN FARGO		150	EA		
910	19938	COATED AIRCRAFT S	JIT RISER RISER, 4IN, WITH PLASTIC FRAND CABLE MESH GRIP ROSION RESISTANT CAST		20	EA		



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Item #	Material# Description			Delivery Date	QTY	UM	Net Price	Total
	Material 19938	-	Manufacturer Name LEWIS MFG.CO					
920	19939	19939 GRIP,5IN,WIRE,CONDUIT RISER GRIP, WIRE, CONDUIT RISER, 5 INCH, WITH PLASTIC COATED AIRCRAFT STRAND CABLE MESH GRIP ATTACHED TO A CORROSION RESISTANT CAST BRONZE RING.			8	EA		
	Material 19939	# Manf Part# LR5-2.50	Manufacturer Name LEWIS MFG.CO					
930	35414	GUY, STRAIN, FIBERG SECTION LENGTH WI COATING, 13/16" MIN. CLEVIS WITH ROLLEF DIP GALVANIZED MAL ALLOY AND COMPRESEALED TO PREVENT	RAIN,GUY,FBRGLS INSULATOR, SLASS, 120IN FIBERGLASS ROD ITH ULTRAVIOLET PROTECTIVE DIAMETER, GRAY COLOR, ROTH ENDS, END FITTINGS HOT LEABLE IRON OR ALUMINUM SSED TO FIBERGLASS ROD AND MOISTURE INGRESS, 30,000 LBSH, AC FLASHOVER VOLTAGE, DRY		200	EA		
	Material 1000395 1001058 1000894 1000825	CF 695-120F GS30120CC FGS30-120R	1 HUBBELL R ALUMA FORM					



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Item #	Material#	Description		Delivery Date	QTY	UM	Net Price	Total
940	Material 1000395 1001008 1000971	FIBERGLASS ROD SE LENGTH WITH ULTRA 13/16" MIN. DIAMETER ROLLER PIN BOTH EN GALVANIZED MALLEA AND COMPRESSED T TO PREVENT MOISTL BREAKING STRENGT 230, WET 120. # Manf Part# 59 GCC30-24R2 68 CF695-24R2 60 GS30024CC	RAIN, FIBERGLASS, 24IN CTION VIOLET PROTECTIVE COATING, R, GRAY COLOR, CLEVIS WITH IDS, END FITTINGS HOT DIP IBLE IRON OR ALUMINUM ALLOY O FIBERGLASS ROD AND SEALED IRE INGRESS, 30,000 LBS H, AC FLASHOVER VOLTAGE, DRY Manufacturer Name MACLEAN HUGHES BROTHERS		100	EA		
950	34890		VC CONDUIT T, PVC UTILITY DUCT, FOR USE IN CONDUIT, 2.7IN MAXIMUM TAPER		250	EA		
	Material 1000258 1000258	85 P-258-K	Manufacturer Name PRIME CONDUIT CAPLUG					
960	20418	PLUG,4IN,DUST,PVC PLUG, DUST, CONDU COLOR	CONDUIT T, PLASTIC, ABS, 4IN, RED IN		100	EA		
	Material 1000541 1000541	T-1072	Manufacturer Name CAPLUG PRIME CONDUIT					



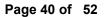
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Item #	Material#	Description	Delivery Date	QTY	им	Net Price	Total
970	22068	PLUG,600 AMP,BASIC INSULATING CONNECTOR, UNDERGROUND, 600 AMP, BASIC INSULATING PLUG, FOR USE WITH ELASTIMOLD/3M 600-AMP MODULAR DESIGN CONNECTORS, COMPLETE TERMINATION REQUIRES BASIC SHIELDED ELBOW, CABLE ADAPTER, CONDUCTOR CONNECTOR AND		6	EA		
	Material 22068	BASIC INSULATION PLUG. # 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#	Description			Delivery Date	QTY	UM	Net Price	Total
	1000188 1000188 1001132	59 MCTS 58 47103		S EPAC LAPP MACLEAN					
1000	22007	CLAMP, GROUN FAULT CURREN WIRE RANGE M	IDING IT RA AXIM , JUN	GROUND,FOR JUMPER CABLES G, JUMPER CABLE, MAXIMUM TING 30,000 30 CYCLES. MAIN LINE UM 1.25 O.D CABLE OR BUS, MIN IPER MAX NO. 4/0 GROUND CABLE RRULE.		50	EA		
	Material 22007	# Manf F 21575	art#	Manufacturer Name HASTINGS					
1010	34607	CLAMP, DEADE STRENGTH, .30	ND, 2 TO .6	CU,DEADEND,20,000 LB 0,000 LBS, ULTIMATE 88IN, MIN TO MAX, 1/0 TO 350KCM RON, WITH SOCKET FITTING.		10	EA		
	Material 1000184			Manufacturer Name MACLEAN					
1020	34609	DEAD END, STR STRENGTH, 1.18	AIN, 3 MIN	C,DEADEND,30,000 LB CLAMP, 30,000 LBS ULTIMATE TO 1.55 MAX CABLE SIZE, WITH R 1272KCM AAC.		96	EA		
	Material 100018 100018	51 ADE-2	7S	Manufacturer Name MACLEAN ANDERSON					





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Item #	Material#	Descri	ption		Delivery Date	QTY	UM	Net Price	Total
	1000185 1000185	53	ASD-165-S 87766	ACE OHIO BRASS					
1030	34608	DEAD E	ND, STRAIN, 3 GTH, .71 TO 1.	DEADEND,30,000 LB CLAMP, 60,000 LB ULTIMATE 12 MIN TO MAX CABLE WITH 5 CM ALL ALUMINUM.		20	EA		
	Material 1000184 1000184 1000184	19 18	Manf Part# ADE120-S ASD-120-S SD-112-S	Manufacturer Name MACLEAN PREFORMED LINE PRODUCTS ANDERSON					
1040	21634	CLAMP, 3/16IN-3		, HOT DIP GALVANIZED, FOR CLAMP SIZE 3-3/8IN X 1-9/16IN, FS.		50	EA		
	Material 1000528 1000528	30	Manf Part# J1030 6448	Manufacturer Name MACLEAN COOPER INDUSTRIES					

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1050	35025	110KV BIL, DISTRIBUT	T, HOOK OPERATED, 15KV, 900A, TON CLASS, SINGLE THROW, 2 TERMINAL PAD, WITH FLANGED CKSTRAP 24"LONG. AS ARE REQUIRED. ++ &C 4752R9		5	EA		
	Material 1000298 1000834 1000834	# Manf Part# 33 M3D92B 42 127702LR	Manufacturer Name CHANCE COOPER INDUSTRIES					
1060	35023	SILICONE RUBBER PO MIN 125KV BIL, DISTR 2 HOLE NEMA TERMII CONTACTS, FLANGED NOMINAL 24" LONG, "	NNECT, HOOK OPERATED, DLYMER INSULATORS, MIN 23KV, IBUTION CLASS, SINGLE THROW, NAL PADS, SILVER PLATED D BASE, 4 BOLT BACKSTRAP LOADBUSTER" HOOKS ARE EET ALL REQUIREMENTS OF		30	EA		
	Material 1000297 1001038 1001029 1001029 1000834	78 19853CGEP 80 58439-06 93 S2AJNC89 92 58438-06	Manufacturer Name 100.B ROYAL ALUMA FORM ABB ALUMA FORM COOPER INDUSTRIES					

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1070	35026 Material 35026	SWITCH, TEST, TYPE FI RATED 30 AMP, 600 VO POTENTIAL, #10 STUD FLAME RETARDANT AB *** NO SUBSTITUTE	*** Manufacturer Name		30	EA		
1080	70216	SWITCH, CONTROL MOI CONTROL SWITCH MOI GUARDS AND CONFIGL	DULE, 125VDC. PUSHBUTTON		5	EA		
	Material 70216		Manufacturer Name SCHWEITZER ENGINEERING LABORATOR	IES				
1090	73371 Material 73371	SWITCH, TEST, TYPE FI INPUTS, WITH STUD.	,FMS,5 CURRENT INPUT MS, 10 POLE, 5 CURRENT Manufacturer Name AVO-STATES		4	EA		

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1100	40971 Material 1000698 1000698	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. **** NO SUBSTITUTE *** # Manf Part# Manufacturer Name 88 910119-C TESCO-ADVENT		50	EA		
1110	19132 Material 1001059 1001059	11 6979 HUBBELL		20	EA		

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1120	34559	Description	Date	400	PR		
1120	34333	BRACE,5FT,CROSSARM,TREATED WOOD		400	"		
		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 **					
	Material						
	1000170						
	1000170						
	1000170 1000987						
	1000907						
	1000594						
1130	34560	BRACE,6FT,CROSSARM,TREATED WOOD		300	PR		
		BRACE, 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						
	1000170						
	1000171						
	1000171						
	1000987	1 PSCRA7222 HUBBELL					



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
	100066						
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	KIT,REFLECTOR STRIP,1IN X 4IN,ORANGE REFLECTOR STRIP KIT, EACH KIT WILL CONSIST OF THREE EACH - 1IN X 4IN HIGH VISIBILITY RED-ORANGE SAFETY REFLECTORS FOR HARD HAT OR CAP.		200	EA		
	Material 100079 100052	DD-03932-MRED-1X4 DESIGNER DECAL					
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 100079: 100052:	DD-03932-MFLUOR-1X4 DESIGNER DECAL					



All responses & inquiries must be plainly marked with this

Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1170	34566 Material 1000172 1000172	27 J24518 MACLEAN		300	EA		
1180	34624	CLEVIS,30,000 LB,SOCKET WYE CLEVIS, SOCKET, WYE, 30,000 LB. ULTIMATE STRENGTH LBS. ++++++++++++++++++++++++++++++++++++		200	EA		
	Material 1000189 1000189 1000189	92 SY-56 ACE 91 SYC-30 ANDERSON					
1190	21751	POLE GAIN, CENTER HOLE 2IN X 13/16IN POLE GAIN, PROVIDES A 4IN VERTICAL CROSSARM BEARING SURFACE. DIMENSIONS: 4IN X 5-1/4IN X 3/16IN, CENTER HOLE 2IN X 13/16IN		300	EA		
	Material 1000584 1000584	6 J4060 MACLEAN					

Tacoma

CITY OF TACOMA

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1200	34926	SHACKLE,5/8IN,30000 LB,ANCHOR,GALV SHACKLE, ANCHOR, WITH 5/8IN PIN, HOT DIPPED GALVANIZED BODY AND PIN, STAINLESS STEEL COTTER PIN, 30,000 LBS ULTIMATE STRENGTH.		40	EA		
	Material 1001177 1000267 1000785	7 AS-2 Line Hardware Inc. 6 AS-25-L ANDERSON					
1210	20023	INDICATOR, FAULT, HOTSTICK MOUNTABLE, O/H INDICATOR, FAULT, OVERHEAD, LED INDICATOR WITH MINIMUM 1000 OPERATING HOURS WITH REPLACEABLE 10 YEAR LITHIUM CELL BATTERY, CONDUCTOR RANGE #2ACSR-795AAC, 4 HOUR RESET WITH CURRENT RESET OVERRIDE, MINIMUM OPERATING TEMPERATURE MINUS 40DEG C TO PLUS 85DEG C, MAXIMUM OPERATING VOLTAGE 69KV		150	EA		
	Material 1001157						
1220	73373	DECAL, WINDOW, "WARNING OPEN TEST SWITCHES DECAL, WINDOW, REVERSE PRINT FOR WINDOW APPLICATION. 1.25" X 6". CLEAR VINYL W/FLUORESCENT ORANGE LETTERING, BACK SLIT. "WARNING OPEN TEST SWITCHES BEFORE REMOVING METER". PACKAGED IN PACKS OF 50.		100	EA		
	Material	# Manf Part# Manufacturer Name					



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1230	73373 29988	DD-73373-TP DESIGNER DECAL SCOTCH KOTE		10	EA		
1240	22162 Material 1000571	1 YCA321R-2N BURNDY		25	EA		
1250	22199 Material 1001062 1001062	11 16-165C FC TRAVIS PATTERN & FOUNDRY		10	EA		

CITY OF TACOMA



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1260	36365	·		15	EA		
1200		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"					

		NOT ACCEPTABLE: AMERICAN DARLING					



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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
1270	Material 1000903 1000880 1000880 1000880	FLOW MASTER EAST JORDAN IRON WORKS STYLE T-2360-19 MUELLER MODEL 8950 KENNEDY STYLE 4751-01 M&H MODEL F6114 CLOW VALVE CO		15	EA		



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1280 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 (COUNTED CLOCK WISE) NON RISING STEM LIL	20	EA	
OPEN (COUNTER CLOCK WISE), NON RISING STEM, UL LISTED AND FM APPROVED, VALVES SHALL CONFORM TO THE LATEST C515 AND AWWA C550. 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. 25-150-00 EAST JORDAN IRON WORKS "FLOW MASTER"			

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Item #	Material#		Delivery	QTY	UM	Net Price	Total
		Description	Date				
1290		WALVE,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.		24	EA		
	Material # 10004308 10004306 10004304 10004304 10009952 100090811	MODEL RS CLOW VALVE CO MODEL RWGV-96 KENNEDY STYLE 4067 M&H STYLE 2360 MUELLER METROSEAL 250 US PIPE SERIES 2500 AMERICAN FLOW CONTROL					
1300		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 DNE CORNER. THE COVERS MUST NOT BE BUOYANT. Armorcast# A6001975T-H7 Manf Part# Manufacturer Name		50	EA		
	71200	A6001975T-H7 ARMORCAST					
					Net Val		

Net Value	\$
Plus Tax at	\$
Total Amount	\$

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

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

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

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

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

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

1.01 SUPPLIER / CONTRACTOR

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

1.02 SUBMITTAL

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

1.03 FORMS OF SUBMITTAL

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

1.04 COSTS TO PREPARE SUBMITTAL

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

1.05 LICENSES/PERMITS

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

Rev.: 12/10/2020

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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.
- 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
 - Greenhouse gas emissions, including transportation of materials and services 4.
 - 5. Recycle content
 - **Energy consumption**
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

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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.
 - 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.

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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:
 - 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:
 - 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 non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
- 7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
- 8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
- 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.
 - 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:
 - 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).
 - 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.
 - Quality of performance of previous contracts or services, including safety requirements and f. past compliance with the City's Ethics Code.
 - Previous and existing compliance with laws and ordinances relating to contracts or services.
 - Sufficiency of financial resources. h.
 - Quality, availability, and adaptability of the supplies or services to the particular use required. i.
 - Ability to provide future maintenance and service on a timely basis. j.
 - Location of nearest factory authorized warranty repair facility or parts dealership.
 - 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.
 - 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
- 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.

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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
Washington's Birthday
Memorial Day

3rd Monday in January
3rd Monday in February
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
 - 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.

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1.28 DEFAULT/BREACH

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

1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION

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

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

1.30 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

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

1.31 PREVAILING WAGES

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

1.32 COPELAND ANTI-KICKBACK ACT

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

- 1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 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.
 - The Contractor will, in all solicitations or advertisements for employees placed by or on behalf
 of the Contractor; state that all qualified applicants will receive consideration for employment
 without regard to race, color, religion, sex, sexual orientation, gender identity, or national
 origin.
 - 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 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.

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 seg.
- 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

- 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 seg.
- Contractor agrees to report each violation to the City and understands and agrees that the 2. City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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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:

- 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.
- 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.
its certification and disc	, certifies or affirms the truthfulness and accuracy of each statement of losure, if any. In addition, the Contractor understands and agrees that the Chap.38, Administrative Remedies for False Claims and Statements, apply to closure, if any.
Signature of Contractor	's Authorized Official
Name and Title of Cont Date	ractor's Authorized Official

G. PROCUREMENT OF RECOVERED MATERIALS

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- 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 guoted 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 accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

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- 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:
 - 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.
 - 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.
 - 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.

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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-bycase 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.

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1.50 INDEMNIFICATION - HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

1.51 CONFLICT OF INTEREST

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

1.52 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

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

1.53 DUTY OF CONFIDENTIALITY

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

1.54 DISPUTE RESOLUTION

In the event of a dispute pertaining to 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.

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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.

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