TACOMA POWER
TRANSMISSION & DISTRIBUTION
REQUEST FOR BIDS
15KV FAULT INDICATORS FOR POWER & URD CABLE
PT14-0485N

City of Tacoma, WA
City of Tacoma

REQUEST FOR BIDS

Specification No. PT14-0485N
Department of Public Utilities - Tacoma Power
PT14-0485N

The City of Tacoma is accepting SEALED BIDS for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, 3628 South 35th Street, Tacoma, WA 98409.

Bids will be received until 11:00 a.m., Pacific Time, Tuesday, October 14, 2014, at which time they will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building.

An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org. A list of vendors registered for this solicitation is also available at the website. After 1:00 p.m. the day of bid opening, preliminary submittal results and names of vendors submitting bids are posted to the website for public viewing.

A pre-bid meeting will not be held.

Project Scope: One-year contract for 15kV Fault Indicators

Estimate: $50,000

Additional information regarding the specifications may be obtained by contacting Kimberlie Kerner by email to kkerner@cityoftacoma.org.

CITY OF TACOMA

Kathy Katterhagen
Procurement and Payables Manager

Kimberlie Kerner
Senior Buyer

City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.

Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.
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APPENDIX “A” – PRODUCER PRICE INDEX– SERIES #335
ELECTRICAL EQUIPMENT AND APPLIANCE MANUFACTURING
This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award.

**The following items, make up your submittal package:**

(Please do not include the entire specification document with your submittal.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 1 | **Signature Page (Page 1)**  
    *Signed in INK by the responsible company official, including acknowledgement of any addenda. This form is intended to serve as page 1 of your submittal.* |
| 2 | Proposal Pricing Sheet (Page 2) |
| 3 | Proposal Information Sheet (Page 3) |
| 4 | Proposal Technical Sheet (Page 4) |
| 5 | Proposal Conditions Sheet (Page 5) |
| 6 | References Data Sheet (Page 6) |
| 7 | Factory Product Brochure - Section 3.01.2 (Page 18) |
SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF TACOMA POWER

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

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

REQUEST FOR BIDS SPECIFICATION NO. PT14-0485N

15kV Fault Indicators for Power & URD Cable

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

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

Non-Collusion Declaration

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

Bidder/Proposer’s Registered Name

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

Date

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

State Business License Number

in WA, also known as UBI (Unified Business Identifier) Number


State Contractor’s License Number

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

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____
# PROPOSAL PRICING SHEET

<table>
<thead>
<tr>
<th>Item #</th>
<th>Short Description (Refer to Section 4 for technical details)</th>
<th>Tacoma Power MID #</th>
<th>Estimated 1 year Usage</th>
<th>Manufacturer</th>
<th>Catalog Number*</th>
<th>Unit Price (Firm for 1 year Section 3.02.1)</th>
<th>Extended Price FOB Destination (Quantity x Unit Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>URD Faulted Circuit Indicators, Manual Mounting</td>
<td>20024</td>
<td>300</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Sub-total of All Items** $

Sales Tax @ 9.5 %, Location Tax Collected: Tacoma, WA  
(Note Paragraph 1.15 of Standard Terms and Conditions) $

**Total of Items:** $

*See Section 4.05 for a list of approved manufacturer part numbers.

---

**ACKNOWLEDGMENT OF ADDENDUM**

<table>
<thead>
<tr>
<th>Date of Addendum</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>(        )</td>
</tr>
<tr>
<td>#2</td>
<td>(        )</td>
</tr>
<tr>
<td>#3</td>
<td>(        )</td>
</tr>
</tbody>
</table>
## PROPOSAL INFORMATION SHEET

<table>
<thead>
<tr>
<th>Item #</th>
<th>Short Description</th>
<th>Tacoma Power MID#</th>
<th>Delivery Time (Section 3.04.1)</th>
<th>Minimum Release Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>URD Faulted Circuit Indicators, Manual Mounting</td>
<td>20024</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NOTES:

1. Quantities listed on the Pricing Proposal Sheets are an estimate only. Actual quantities will be according to purchase orders issued on an as-needed basis.
2. Price adjustments will be made per Section 3.02 – “Contract Pricing”.
3. All prices should be submitted as F.O.B. Destination, freight prepaid and allowed (included in unit price).

**Prompt Payment discount offered _____%, _____ days.**

Only discounts offered of 20 days or more will be considered for bid evaluation purposes.

**Does your firm accept payment by credit card (Visa)? ____ Y ____ N**

**NOTE:** The City of Tacoma will not accept price changes or pay additional fees when a credit card is used.

**Does your firm accept payment by EFT/ACH? ____ Y ____ N**

(Electronic Funds Transfer (EFT) by Automated Clearing House (ACH))
## PROPOSAL TECHNICAL SHEET

### Refer to Section 4.02  
**Bid Item No. 1**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material Specification PT14-0485N</td>
<td>15kV Fault Indicators for Power &amp; URD Cable</td>
</tr>
<tr>
<td>Bidder</td>
<td></td>
</tr>
</tbody>
</table>

### Minimum Number of Operations
- Life Expectancy
- Ambient Temperature Range
- Submersion Rating
- Impact Resistance

### Refer to Section 4.03  
**Bid Item No. 1**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Cable Temperature</td>
<td></td>
</tr>
<tr>
<td>Cable Range</td>
<td>Minimum</td>
</tr>
<tr>
<td></td>
<td>Maximum</td>
</tr>
<tr>
<td>Maximum Load Current</td>
<td></td>
</tr>
<tr>
<td>Minimum Load Current</td>
<td></td>
</tr>
<tr>
<td>Fault Duty Rating</td>
<td></td>
</tr>
<tr>
<td>Trip Circuit Power Source</td>
<td></td>
</tr>
<tr>
<td>Mounting Style</td>
<td></td>
</tr>
</tbody>
</table>

### Refer to Section 4.04  
**Bid Item No. 1**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator Type</td>
<td></td>
</tr>
<tr>
<td>Flag Colors</td>
<td>Normal</td>
</tr>
<tr>
<td></td>
<td>Trip</td>
</tr>
<tr>
<td>Cable Length</td>
<td></td>
</tr>
</tbody>
</table>
The City requires that Respondents determine the cost of compliance with the City’s terms and conditions, and include such costs into the unit prices of the items in the Respondent’s submittal. Unless a bid responds to the specification in all material respects, it is not a responsive bid.

1. Does your submittal make any restrictions or take any exceptions to the conditions or provisions outlined in this Specification?

   | YES | NO |
   ---|----|----|

Identify below all exceptions, restrictions, or conditions to the requirements of this Specification. Note that any such limitations may result in rejection of your submittal as non-responsive.

2. Do all items submitted per this Specification meet and/or exceed the requirements of the Technical Provisions (Section 4)?

   | YES | NO |
   ---|----|----|

Identify below all factors that do not meet the requirements of the Technical Provisions section of this Specification. Any submittal found to contain a deviation from the Technical Provisions that is not noted may be rejected.

3. Does the bidder accept the pricing conditions of Section 3.02?

   | YES | NO |
   ---|----|----|
REFERENCES DATA SHEET

(AS DESCRIBED IN SECTION 3.01.3A)

Five (5) utility references over the past five years are the absolute minimum allowed.

<table>
<thead>
<tr>
<th>UTILITY NAME AND ADDRESS</th>
<th>YEAR PRODUCT SOLD</th>
<th>CONTACT NAME</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

State the number of years your firm has been manufacturing products of a similar scope to those outlined in this Specification. | Years
1.01 DELIVERY OF SUBMITTALS TO THE CITY’S PURCHASING DIVISION

Submittal packages must be received by the City’s Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter “Respondent”), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by http://wwp.greenwichmeantime.com/

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City’s Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City’s Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

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.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds
without limitation, and may exercise, at its sole discretion, the following rights and conditions:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.

2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.

3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.

4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.

5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.

6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.

7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.

8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City’s evaluation of submittals provided in response to the RFP specifications. 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 respondents in connection with this RFP process.

9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.

10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.

11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City’s best interests.

12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City’s responses, if any, to all Respondents.

13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, 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. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. 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:
1. Compliance with the Specification and with applicable City requirements, including by not limited to, the City’s Ethics Code and its Historically Under-utilized Business and Local Employment and Apprenticeship programs.

2. 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).

3. Time of delivery and/or completion of performance (delivery date(s) offered).

4. Warranty terms.

5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City’s Ethics Code.

6. Previous and existing compliance with laws and ordinances relating to contracts or services.

7. Sufficiency of financial resources.

8. Quality, availability and adaptability of the supplies or services to the particular use required.

9. Ability to provide future maintenance and service on a timely basis.

10. Location of nearest factory authorized warranty repair facility or parts dealership.

11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

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

B. Cash 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.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, 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 the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the...
submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Washington's Birthday</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday of November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>4th Friday of November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

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.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. 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.

A. 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 the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent'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.
C. City of Tacoma Business and Occupation Tax

It is the Respondent’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.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma’s Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website http://www.cityoftacoma.org/Page.aspx?nid=201.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at http://www.dol.wa.gov/businesses.htm.

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or BUSINESS SECRET.” The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as “confidential” or “proprietary” is not acceptable and is grounds to reject such submittal.

If a request is made for disclosure of such identified documents or portions thereof, the City will determine whether the material is exempt from public disclosure. If, in the City’s opinion, the material is subject to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. The City will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney’s fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma’s Title VI coordinator at 253-502-8072 for additional information.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall
be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the
solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS
Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards
resulting from this solicitation.

1.22 RESPONDENT’S REFUSAL TO ENTER INTO CONTRACT
Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in
breach of the agreement to enter the contract, and the Respondent's certified or cashiers check or bid bond,
if any, shall be forfeited.

1.23 AWARD
The City reserves the right to award contracts for any or all items to one or more respondents in the best
interests of the City.

1.24 FINAL AWARD DETERMINATION
The Tacoma City Council or Public Utility Board, for awards over $200,000, shall be the final judge as to
which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma
to accept. The purchasing manager makes the determination for awards of $200,000 and less.

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UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 SUPPLIER

As used herein, the “Supplier” shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Seller, Vendor, Proposer, Bidder, Contractor, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 APPROVED EQUALS

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 the 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.

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 the 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 the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, 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 this Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except holidays. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) 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.

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. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:
Accounts Payable  
City of Tacoma  
P. O. Box 1717  
Tacoma Washington 98401-1717

Any terms, provisions or language in Supplier’s invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.06 PAYMENT TERMS

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. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the 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. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

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, and a properly completed invoice is received by the City. 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.

2.07 INCREASE OR DECREASE IN QUANTITIES

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

2.08 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

2.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Tacoma purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

2.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

2.12 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Supplier, incorporating the terms and conditions of this 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 the Supplier’s responsibility to inform such public agencies of this Contract. Supplier shall invoice such public agencies as separate entities.

2.13 WARRANTIES/GUARANTEE

Suppliers warrant that all items: are merchantable; comply with the City's latest drawings and specifications; are fit for the City's intended use; 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
2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

2.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the 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 the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

2.16 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the 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.

The Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Supplier shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Supplier agrees to hold the City harmless from such costs, including attorney’s fees. In the event the Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those the City is required to pay, then the 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 the Supplier’s total compensation.

2.17 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 this Contract. The Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.18 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUB) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of historically under-utilized business enterprises. Contact Tacoma’s HUB coordinator at 253-502-8080 for additional information.

2.19 NONDISCRIMINATION

The 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. The 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 the Supplier with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.20 PREVAILING WAGES PAID – IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.
2.21 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 this Contract, either in fact or in appearance. The Supplier shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Supplier represents that the Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Supplier’s services and obligations hereunder. The Supplier further covenants that, in performance of this Contract, no person having any such interest shall be employed. The 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 this Contract subjecting the Contract to termination.

2.22 RIGHT TO AUDIT

Upon City’s request, the Supplier shall make available to City all accounts, records and documents related to this Contract 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 this Contract.

2.23 TERMINATION

The City reserves the right to terminate this Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials or equipment previously furnished hereunder shall become its property.

2.24 INDEMNIFICATION – HOLD HARMLESS

The 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 the Supplier's or subcontractor's employees), or damage to property involving the 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 this Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, the 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 the Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

2.25 PUBLIC DISCLOSURE

This Contract and documents provided to the City by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

2.26 DISPUTE RESOLUTION

In the event of a dispute pertaining to this 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 authorized by this Contract.

2.27 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this 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 this Contract.

2.28 ASSIGNMENT

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

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

2.30 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract 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 this Contract, which by their sense and context are reasonably
intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of
this Contract.

2.31 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, and
the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered
into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any
such conflict the provisions of this document, Standard Terms and Conditions Section 2, Supplies, are fully
incorporated into and considered part of the Contract.

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SECTION III – SPECIAL PROVISIONS

3.01 – PROJECT SCOPE

3.01.1 – QUALIFICATIONS

The Respondent must have a minimum of five (5) years of successful experience supplying material/equipment similar in scope and volume to that described in this specification.

3.01.3A – REFERENCES

Each Respondent shall complete the “References Data Sheet” as requested in the proposal forms. A minimum of five (5) utility references over the past five (5) years is required. References are intended to be for material/equipment currently supplied under the proposed manufacturer’s name. References for material/equipment that has been previously supplied under a different Company’s name shall be clearly noted on the reference sheet.

3.01.2 – ITEMS TO BE INCLUDED WITH BID

The Respondent shall include with their submittal a factory product brochure of the units to be supplied. Manufacturer data furnished must be sufficient in detail and clarity to enable making a complete and positive check with compliance of the Technical Provisions of this Specification.

3.01.3 – CONTRACT PERIOD

The contract is intended for a minimum of one (1) year from the award date of the contract. Three one-year extensions may be possible per Section 2.08 and 3.01.5

3.01.4 – AWARD DATE OF CONTRACT

The Award Date of Contract is the date that the City of Tacoma Purchasing Department issues the contract.

3.01.5 – CONTRACT EXTENSIONS

Three contract extensions of up to one year per occurrence may be considered per mutual agreement between the vendor and Tacoma Power. The extension will be under the same terms and conditions of the original contract.

3.01.6 - QUANTITIES AND PURCHASE ORDERS

The quantities listed on the proposal sheet are an estimate only using historical data gathered from the previous 7 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract. The City reserves the right to increase or decrease quantities under this contract and pay according to the unit prices quoted in the proposal (refer to Section 2.07).
3.02 – CONTRACT PRICING

3.02.1 - PRICES QUOTED

The prices quoted on the proposal sheets shall be firm for the first year of the contract.

3.02.2 – ANNUAL PRICING ADJUSTMENT

If the contract enters into an extension period, a pricing adjustment will be allowed on the anniversary date of the contract award as described below.

On the anniversary date of the award of the contract the supplier may request that the unit prices of the items bid be adjusted reflecting the percentage change of Series ID PCU335 – "Electrical equipment and appliance mfg" of the Producer Price Index as published by the Bureau of Labor Statistics of the U.S. Department of Labor. Refer to Appendix “A” for historical index data.

3.02.3 - FREIGHT ALLOWANCES

The bidder shall provide prices including delivery F.O.B. destination as noted on the bid proposal sheet. Quotes with freight allowances to the City for items that are to be delivered to the city may be declared non-responsive (refer Section 1.13).

3.03 - PACKING AND SHIPPING

3.03.1 - PACKING REQUIREMENTS

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

3.03.1A – LABELING

Each pallet and/or box shall be labeled with:
- Item
- Quantity
- City of Tacoma Purchase Order Number

3.03.2 - SHIPPING

All items shall be shipped F.O.B. to the destinations stated herein. A complete packing list must be included.

3.03.2A - NOTIFICATION OF SHIPMENT

Prior to shipment the Vendor shall notify the Receiving Department, Tacoma Power Warehouse.

48 hours in advance of delivery the Receiving Department shall be called: 253-502-8760

Shipping notices shall be mailed to:
Tacoma Power Warehouse
P. O. Box 11007
Tacoma, Washington 98411
Attention: Receiving

3.03.2B - SHIPPING DAMAGE

The Vendor shall be responsible for the repair or replacement of units that are damaged due to loading or transport.
3.03.2C – SHIPPING COMPANY
Tacoma Power reserves the right to request and require a change in shipping company utilized upon history of damaged goods delivered to Tacoma Power and/or evidence of unsafe work practices by the shipping company.

3.04 - DELIVERY
The completed items shall be delivered between 9:00 a.m. and 3:30 p.m. Monday through Friday excluding City observed holidays.

3.04.1 - DELIVERY TIME
Respondents are required to submit a delivery timeline to which they commit. Purchase order delivery dates will reflect this timeline. In the event a delivery date is not met, Tacoma Power reserves the right to purchase these products from another source. The City may terminate the contract if late deliveries persist.

3.04.2 - DELIVERY LOCATION
Deliver completed items F.O.B. destination as directed by the purchase order to either:

<table>
<thead>
<tr>
<th>Tacoma Power Warehouse</th>
<th>Tacoma Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>3628 South 35th Street (rear)</td>
<td>South Service Center</td>
</tr>
<tr>
<td>Tacoma, Washington 98409</td>
<td>3002 224th St. E</td>
</tr>
<tr>
<td>Attention: TPU Light Stores</td>
<td>Spanaway, WA 98387</td>
</tr>
</tbody>
</table>

3.04.3 - SHIPPING NOTICES

<table>
<thead>
<tr>
<th>Shipping notices shall be mailed to:</th>
<th>Tacoma Power Warehouse</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>P. O. Box 11007</td>
</tr>
<tr>
<td></td>
<td>Tacoma, Washington 98411</td>
</tr>
<tr>
<td></td>
<td>Attention: T&amp;D Warehouse Supervisor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>(253) 502-8760</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax Number</td>
<td>(253) 502-8761</td>
</tr>
</tbody>
</table>

3.05 - INSPECTION & WARRANTY
All goods are subject to final inspection and acceptance by the Engineer and Tacoma Power Warehouse employees.

3.05.1 - FAILURE OF INSPECTION
Material failing to meet the requirements of this contract will be held at Vendor’s risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.
3.05.2 - WARRANTY
Unless a longer period is specified, the Supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of commencement of use, however, said warranty period shall not extend beyond eighteen months after date of receipt by the City.

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

3.05.3 - WARRANTY WORK
Tacoma Power considers the repairing of 15kV Fault Indicators impractical. As a result all items found to be damaged and/or not meeting specification shall be replaced with new product within the specified lead-time for delivery in the bid proposal.

3.06 - INVOICES & PAYMENT
Invoices and Payment will be addressed as detailed below.

3.06.1 - INVOICES
Invoices shall be mailed to:
(Per Section 2.05)
Accounts Payable
City of Tacoma
Department of Public Utilities
P. O. Box 1717
Tacoma Washington 98401-1717

3.06.2 - PAYMENT
Upon certification by the Engineer and/or appropriate warehouse personnel that the items have been received in accordance with the specifications and are in satisfactory condition, a 100 percent payment will be made. In the case of unsatisfactory performance, the payment shall be made after necessary repairs or modifications have been made by the Vendor and satisfactory performance is obtained.

3.07 - COOPERATIVE PURCHASES
As per Standard Terms and Conditions Section 2.12 the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods and services on this solicitation or contract according to the terms and prices indicated therein if all parties are willing.
SECTION IV - TECHNICAL PROVISIONS

4.01 - SCOPE
These specifications cover the requirements of faulted circuit indicators (FCI's) to be used on underground distribution cable. The faulted circuit indicators are adaptive trip with time reset.

4.01.1 - APPLICATION
The faulted circuit indicators will be installed on 15 kV, 220 mill EPR, cable ranging from #2 concentric neutral through tape shielded 350kcmil.

4.01.2 - INSTALLATION PRACTICE
The vast majority of the installations will be within subsurface concrete vaults & handholes, and pad-mounted equipment. The sensing units are installed far enough away from the terminations so as not to interfere with switching operations. The indicators units are mounted on concrete walls or metal enclosures.

4.01.3 - STANDARDS
All faulted circuit indicators shall meet the most recent editions of the following standards and all others that are applicable indicators as referenced in these specifications:

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Standard Title</th>
</tr>
</thead>
</table>
4.02 - OPERATING CHARACTERISTICS

The sensing units and the indicator units shall meet the following operating characteristics:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Operations</td>
<td>225</td>
</tr>
<tr>
<td>Life expectancy</td>
<td>20 years</td>
</tr>
<tr>
<td>Ambient Temperature Range</td>
<td>-40°C to 85°C</td>
</tr>
<tr>
<td>Submersion</td>
<td>30ft of water</td>
</tr>
<tr>
<td>Impact Resistance</td>
<td>18 inch drop to a solid surface</td>
</tr>
</tbody>
</table>

4.02.1 - ENCLOSURE REQUIREMENTS

The sensing and indicator units shall be enclosed within a high-grade thermoplastic housing. All electronics shall be encapsulated within potting material or hermetically sealed.

4.02.2 - TESTING

The units will be tested as follows.

4.02.2A - FACTORY TESTING

Units are to be tested per IEEE and NEMA requirements prior to shipment.

4.02.2B - ACCEPTANCE TESTING

Tacoma Power will test each unit upon delivery by Tacoma Power’s Meter Shop. Units that are not acceptable will be handled per Section 3.05 – “Inspection & Warranty”.

Page 23 of 26
4.03 - SENSING UNITS

The sensing unit shall meet the following requirements.

4.03.1 - OPERATING CHARACTERISTICS

The sensing units shall meet the following operating characteristics in addition to those listed in section 4.02.

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Cable Temperature</td>
<td>130°C</td>
</tr>
<tr>
<td>Cable Range</td>
<td>15 kV, 220 mill EPR, jacketed cables ranging from #2 concentric neutral through tape shielded 350kcmil.</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td></td>
<td>1.00”</td>
</tr>
<tr>
<td>Maximum Load Current</td>
<td>800A</td>
</tr>
<tr>
<td>Minimum Load Current</td>
<td>The minimum load current shall be 1.0 A</td>
</tr>
<tr>
<td>Fault Duty Rating</td>
<td>25,000 A RMS Symmetrical for 10 cycles</td>
</tr>
<tr>
<td>Trip Circuit Power Source</td>
<td>Line Powered Capacitor</td>
</tr>
<tr>
<td>Mounting Style</td>
<td>Manual with cable ties</td>
</tr>
</tbody>
</table>

4.03.2 - TRIP OPERATION

The sensing unit shall enable the trip function under the following conditions.

<table>
<thead>
<tr>
<th>The … function is activated</th>
<th>when the line current …</th>
</tr>
</thead>
<tbody>
<tr>
<td>trip enable</td>
<td>increases by a rate of 100 A or greater within 3 cycles (di/dt)</td>
</tr>
<tr>
<td>trip indication</td>
<td>drops below the reset current within 40 to 60 seconds</td>
</tr>
</tbody>
</table>

4.03.3 - INRUSH RESTRAINT

- The minimum inrush restraint current shall be 0.5 A
- The inrush restraint feature will not allow trip indication to occur after the line has been re-energized if the line current remains above 1/2 the minimum load current for 60 seconds after the trip enable function is activated.

4.03.4 - RESET

The sensing unit will reset under the following two conditions:

- 4 hours +/- 10% after the unit has been tripped.
- Load current of a minimum of 1.0 A.
4.03.5 - NAMEPLATE REQUIREMENTS

A permanent nameplate shall be included on the sensing unit. The following information shall be included:

- Manufacturer’s Name
- Serial Number and/or Date of Manufacturer
- Model Number
- Trip Current Rating
- Reset Current Rating
- Time Delay Rating

4.04 - INDICATOR UNITS

The sensing unit shall meet the following requirements.

4.04.1 - OPERATING CHARACTERISTICS

The indicator units shall meet the following operating characteristics in addition to those listed in section 4.02.

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator type</td>
<td>Magnetic Latching Flag</td>
</tr>
<tr>
<td>Flag Colors</td>
<td>The color of the flags shall be as below:</td>
</tr>
<tr>
<td></td>
<td>Status</td>
</tr>
<tr>
<td>Normal</td>
<td>Color of indicator face</td>
</tr>
<tr>
<td>Trip</td>
<td>Contrasting &amp; Reflective</td>
</tr>
<tr>
<td>Cable length between sensor and indicator</td>
<td>6 feet</td>
</tr>
</tbody>
</table>

4.04.2 - MOUNTING REQUIREMENTS

The indicator unit shall include a stainless steel mounting bracket suitable for mounting the indicator on concrete and steel enclosures. The associated hardware (screws, nuts, washers, etc.) shall be stainless steel.

4.05 - APPROVED UNITS

The following units have been approved for use on Tacoma Power’s distribution system.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Manufacturer</th>
<th>Catalog Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fisher Pierce</td>
<td>1547A-39547</td>
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</tbody>
</table>
APPENDIX “A” – PRODUCER PRICE INDEX– SERIES #335

ELECTRICAL EQUIPMENT AND APPLIANCE MANUFACTURING

Below is the trending of the Producer Price Index – Series #335 for reference purposes only.

Data extracted on: September 23, 2014 (4:03:45 PM)

Producer Price Index Industry Data

| Series Id: | PCU335----335--- |
| Industry:  | Electrical equipment and appliance mfg |
| Product:   | Electrical equipment and appliance mfg |
| Base Date: | 200312 |

Download: [xlsx](attachment:Data.xlsx)

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Annual</th>
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P: Preliminary. All indexes are subject to revision four months after original publication.