



City of Tacoma Tacoma Power/Transmission & Distribution

REQUEST FOR BIDS PT24-0179N 15 kV Bus Duct

Submittal Deadline: 11:00 a.m., Pacific Time, Friday, August 23, 2024

Submittals must be received by the City's Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.

Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.

In Person:

Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend a Zoom meeting via this link or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.tacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@cityoftacoma.org immediately.

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

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

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

Project Scope: The design, production, and delivery of outdoor type NEMA 3R, non-segregated (No substitute), 3 phase, 4 wire, copper bus duct to mate transformer with 15kV switchgear.

Estimate: \$200,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Anela Olson by email to aolson1@cityoftacoma.org.

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



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

Form No. SPEC-040C Revised: 06/03/2024

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

The following items make up your complete electronic submittal	
package (include all the items below):	
Signature Page (Appendix B)	
To be filled in and executed by a duly authorized officer or representative of the bidding entity.	
If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide	
the firm name under which business is hereby transacted.	
Price Proposal Form (Appendix B)	
The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Certificate of Insurance and related endorsements (Appendix C)	
Shall be submitted with all required endorsements	

A. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an instate percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

- 1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
- 2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference,

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a comparable percentage disadvantage will be applied to the non-resident contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

B. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

- 1. Adequate financial resources or the ability to secure such resources;
- 2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
- 3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
- 4. A satisfactory record of performance, integrity, judgment and skills; and
- 5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria Supplemental Criteria.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

- 1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
- 2. Whether the respondent can perform the contract within the time specified, without delay or interference:
- 3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
- 4. Quality of performance of previous contracts;
- 5. Previous and existing compliance with laws and ordinances relating to contracts or services:
- 6. Sufficiency of the respondent's financial resources;

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- 7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
- 8. Ability of the respondent to provide future maintenance and service on a timely basis;
- 9. Payment terms and prompt pay discounts;
- 10. The number and scope of conditions attached to the submittal;
- 11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs;
- 12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

C. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

1. MINIMUM REQUIREMENTS

Provide a bid for 15 kV Bus Duct.

2. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

City of Tacoma Standard Terms and Conditions apply.

3. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids for the purchase of 15 kV Bus Duct.

ANTICIPATED CONTRACT TERM

This specification establishes a three (3) year supply contract with the option to extend up to two (2) additional one-year periods

4. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City.

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The anticipated schedule of events concerning this RFB is as follows:

Question Deadline:	8/9/2024
City response to Questions:	8/16/2024
Submittal Due Date:	8/23/2024
Anticipated Award Date, on or about:	8/30/2024

5. INQUIRIES

- 5.1 Questions can be submitted to Anela Olson, Buyer via email to <u>aolson1@cityoftacoma.org</u>. Subject line to read: PT24-0179N – 15 kV Bus Duct – VENDOR NAME
- **5.2** Questions are due by 3 pm on the date included in the Calendar of Events section.
- **5.3** Questions marked confidential will not be answered or included.
- **5.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- **5.5** The answers are not typically considered an addendum.
- **5.6** The City will not be responsible for unsuccessful submittal of questions.
- **5.7** Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

6. PRE-BID MEETING

No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the inquiries section.

7. DISCLAIMER

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

8. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed Request for Bids

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immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

9. AWARD

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

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 will be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

- 1. Compliance with specification.
- 2. Proposal prices, listed separately if requested, as well as a lump sum total
- 3. Time of completion/delivery.
- 4. Warranty terms.
- 5. Bidder's responsibility based on, but not limited to:
 - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
 - b) References, judgment, experience, efficiency and stability.
 - c) Whether the contract can be performed within the time specified.
 - d) Quality of performance of previous contracts or services

10. DELIVERY

- **10.1** Delivery shall be to the City of Tacoma, 3628 S 35th Street, Tacoma, WA, 98409 or Substation Site as noted on the Purchase Order.
 - Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.
- **10.2** Hours of operation shall be Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

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11. WARRANTY - If Applicable

Labor: Minimum three (3) year warranty.

Parts: Manufacturer's warranty or minimum one-year warranty whichever is greater.

Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

12. INSPECTION

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

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.

13. COMPLIANCE WITH SPECIFICATIONS

All products shall be new and unused. Any product that does not comply with any part of these technical specifications (Appendix A) shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

14. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

15. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the <u>City's Sustainable Procurement Policy</u> and <u>Climate Action Plan</u>, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services 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, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

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

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

16. LEAP REQUIREMENTS

This project has no LEAP requirements. Use this statement in your spec:

This project has no LEAP requirements, however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the <u>LEAP Office</u> for assistance in locating qualified employees. Visit the <u>LEAP website</u> for more information.

17. EQUITY IN CONTRACTING

This project has no EIC requirements. Use this statement in your spec:

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the <u>Washington State Office of Minority and Women's</u>

<u>Business Enterprise</u> to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's Equity in Contracting Program website.

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APPENDIX A

Technical Specifications

Drawings

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1. Requirements:

The design and material of the bus duct shall comply with all applicable codes, recommended practices, and latest amended standards of ANSI, NEMA, and IEEE Std C37.23-2015. In case of conflict between standards, the higher standard shall prevail. All bus duct components shall be UL certified.

1.1. Bus

The bus shall be 99 percent conductivity copper with tin- or silver-plated joints capable of carrying the rated continuous current without exceeding a temperature rise of 65 degrees Celsius, based on a 40 degrees Celsius ambient temperature.

The copper bus shall be mounted and supported on porcelain insulators that shall withstand the forces due to momentary short circuit currents as listed per the City Engineer on specific projects. Each bus bar shall be epoxy insulated (<u>fluidized bed epoxy</u>) over its entire length except joint parts.

Joints shall be insulated with removable boots (InsulBoot or approved equal) and jointed by double splice plates. They shall also be designed to withstand the vibration at the terminals as well as expansion and contraction of the busbars.

The insulation shall be seamless to prevent infiltration of water and moisture. It shall also be flame-retardant to ensure safety in case of fire.

A continuous ground conductor shall be provided in parallel with the primary conductors. The ground conductor may take the form of a separate bar, or the enclosure itself, if a continuous electrical path can be provided of the same momentary withstand current rating as the primary bus conductors. The ground conductor is preferably connected to the station ground at one point only, although more connection points are satisfactory if induced current loops have been avoided.

The throat shall include flexible tin- or silver-plated copper braid connectors from the phase and neutral buses to the transformer secondary bushings and all connecting hardware necessary for the connection to the transformer bushings.

Bus duct is used to connect new distribution transformer to existing metal clad switchgear.

1.2. Housing

The materials for the bus duct enclosure shall be sheet metal suitably supported. All covers and panels shall not be less than MSG No.14 (nominal thickness of 1.9 mm or 0.0747 in). Panels or covers used to support devices shall be increased in thickness or otherwise strengthened, as necessary to support devices. The housing shall meet outdoor NEMA 3R requirements and painted to provide maximum protection against corrosion from water and other contaminants.

All metal surfaces shall be protected from corrosion, the use of type 304 stainless steel or aluminum, constitute this protection without additional finishing. All hardware shall be stainless steel or aluminum, suitably protected to prevent corrosion.

The enclosure shall have access covers with provided handles for installation and maintenance. The access covers shall be made with aluminum only. The access covers shall meet outdoor NEMA 3R requirements and painted to provide maximum protection against corrosion from water and other contaminants. All hardware of access covers shall be aluminum only, suitably protected to prevent corrosion.

Flanges must be able to carry the structural load of the bus duct weight. The flanges shall be provided with gasket, nuts, bolts, spring washers, etc.

The flange (which will be connected to the transformer side) shall be pre-drilled with holes in the factory. However, the flange (which will be connected to the switchgear side) shall not be pre-drilled with holes.

1.3. Finishes and color.

All steel or aluminum surfaces to be painted shall receive a phosphatizing treatment or equivalent prior to application of paint. Painted internal surfaces shall be coated with at least one coat of corrosion-resisting paint. Painted external surfaces shall be coated with at least two coats of corrosion-resisting paint.

The paint color shall be ANSI 70 Sky Gray.

1.4. Heaters

Space heaters, in quantity and rating sufficient to minimize condensation shall be furnished. Heaters shall be controlled by a thermostat. They shall be rated at 240 volts, 500 W and operated at 120 volts for a prolonged life. Heaters shall be sized such that 120 volt operation provides ample heat to maintain a condensation-free environment. The heaters shall also be connected to terminal blocks for customer AC connection.

2. Ratings

The manufacturer shall design the bus duct according to the preferred ratings on Tables 2, 5, 8 and 10 of IEEE Std. C37.23.2015.

2.1. Rated maximum voltage:

15 kV, 3 phase, 4 wire.

2.2. Rated continuous current:

2000A.

2.3. Rated insulation levels:

Power frequency withstand for rated maximum voltage of 15 kV at 60 Hz for 1 minute shall be 36 kV and a BIL of 95 kV.

2.4. Rated short-time withstand current

20 kA

3. Qualification/ experience record

Manufacturer shall have specialized in the manufacturing and assembly of medium- voltage bus duct for ten (10) years or more in the United States. The Bidder shall be experienced in the design, manufacture, direct sale, and warranty service and support of this type of material or equipment (15 kV bus duct) to electrical utilities in the United States. The Bidder shall provide a record of successful delivery and performance over a period of ten (10) years or more in the United States. The City shall be the sole judge of the Bidder's ability to meet the requirements of this paragraph.

3.1. Evaluation of bidder proposals

Evaluation of bidder proposals will be based on the following assumed quantities:

- a. Ten (10) lineal feet of custom bus duct
- b. Two (2) 90-degree bends
- c. One (1) custom design/engineering cost
- d. One (1) delivery charge for bus duct shipment to Tacoma Power Warehouse or Substation Site in Tacoma area, Washington State.

4. Special requirements:

- A. The first order shall be received no later than 4/30/2025.
- B. There are no unusual service conditions.
- C. Delivery Address: Power Warehouse-3628 S 35th Street, Tacoma, WA 98409 or Substation Site as noted on the Purchase Order.
- D. For each specific project, manufacturer shall provide detailed top and profile views of the equipment in both PDF and CAD versions. Each drawing submitted shall be identified by a drawing number and be dated. Drawings shall be created using Autodesk AutoCAD Version 2022 for Windows or greater, saved in a .DWG or .DXF file format.
- E. Each installation is engineered from shop drawings of new transformer, transformer location relative to switchgear and existing switchgear drawings will typically be field checked by Tacoma Power before order.
- F. The production test report shall be provided by the vendor to Tacoma Power City Engineer for review and approval at least ten business days prior to shipment.

Drawings

TACOMA POWER APPROVAL PROCESS

All new drawings created by the Vendor or by manufacturers shall be electronically created using AutoCAD Version 2022 or greater. Drawings shall utilize Tacoma Power Drawing Standards.

GENERAL CONSIDERATIONS

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

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

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

DRAWING SUBMITTAL

After a Vendor has been selected, three (3) hardcopy prints of each drawing and one (1) electronic copy on CD shall be submitted for review purposes. Prints shall be black line on white background. Print size shall be 24 inches by 36 inches.

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

One (1) electronic copy (including both PDF and CAD versions) shall be submitted to the Project Engineer and the Lead Engineering Technician for review purposes.

DRAWING PROCESSING

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

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

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

performed in accordance with City's notations.

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

REVIEWS AND SUBMITTALS

The Vendor shall provide required project documents for review consistent with the submittal dates per this Section or mutual agreement of the City and Vendor. The City will provide timely review and comment on all required submittals in order not to delay the progress of the work. Unless otherwise specified herein or waived by the City during the course of the project, the City will review all submittals and return consolidated comments to the Vendor within fifteen (15) working days of receiving the submittal.

DRAWING/DESIGN REVIEWS

The City will review design documents for consistency with City requirements and CAD standards. All submittals shall require City approval. Acceptance of a specific item shall not include acceptance of an assembly or more general part of the work of which the item is a component. The City will respond to all elements of review as itemized below within fifteen (15) working days of receipt of the complete information from the Vendor. The City's response may include ACCEPTANCE, REQUEST FOR RESUBMISSION WITH CHANGE, or REJECTION.

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

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

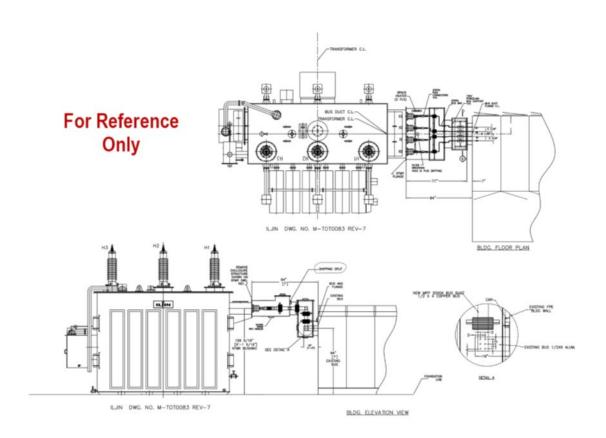
A "REJECTION" response shall occur when the submitted design is not in compliance with the specifications. A written description of the noncompliance will be provided.

Notes:

Once the request for resubmission with change has been received by the vendor, the turn-around time for resubmission from the vendor shall be within 5 working days.

Once the drawings have been approved by the City, electronic copies (including both PDF and CAD versions) shall be submitted from the vendor to the City within 5 working days.

Once the as-built drawings have been produced by the vendor, three (3) hardcopy prints of each drawing and one (1) electronic copy on CD shall be submitted to the City prior to delivery.



APPENDIX B

Signature Page

Price Proposal Form

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SIGNATURE PAGE

CITY OF TACOMA TACOMA POWER/TRANSMISSION & DISTRIBUTION

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

REQUEST FOR BIDS SPECIFICATION NO. PT24-0179N 15 kV BUS DUCT

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		•		son Authorized r Bidder/Propo		Date
Address						
		Printe	d Name ar	nd Title		
City, State, Zip						
		(Area	Code) Tele	ephone Numb	er / Fax Numb	per
Authorized Signatory E-Mail Address						
				icense Numbers UBI (Unified Bus		Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941		111 7771,	also known a	o obi (olilled bac	siness raeminer)	rambol
			Contractor Ch. 18.27,	's License Nur R.C.W.)	mber	
E-Mail Address for Communications						
ddendum acknowledgement #1	#2_		#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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



Price Proposal Specification No. PT24-0179N

Vendor Name:								
Bidder agrees to furnish the following FOB Destination freight prepaid and allowed, City of Tacoma, Transmission & Distribution, 3628 S 35 th St., Tacoma, WA 98409 or Substation Site as noted on the Purchase Order. Enter the cost (Unit Price) for each item below. The unit price and total cost must be shown in								
the space provided. Total cost shall be determined by multiplying the unit price by the estimated quantity (Quantity). Unit costs shall be all-inclusive and include all components needed for the delivery of the goods and services as described in this solicitation.								
em	Description	Quantity	UoM	Cost	Total Cost			
1	Outdoor type NEMA 3R, non-segregated (No substitute), 3 phase, 4 wire, copper bus duct to mate transformer with 15kV switchgear	1	EA	\$	\$			
				\$				
			Sa	\$				
			¢					

Successful supplier can deliver materials within _____Days/Months after receipt of purchase order.

Specification No. Page 1 of 1 **Pricing Proposal**

APPENDIX C

Certificate of Insurance and related endorsements

Request for Bids Template Revised: 07/23/2023 This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage

Spec/Contract Number: PT24-0179N

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.3 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.4 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.5 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

Insurance Requirements Spec/Contract I Template Revised 04/17/2023