Docusign City Council Transmittal Coversheet

Contract	6046
File Name	Substation SEL Relays - Sole Source
Purchasing Contact	Karen Smith
City Council Target Date	3/1/2016
Granicus #	
Ordinance #	

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND SCHWEITZER ENGINEERING LABS
(FILE 6046)

March 1, 2016

THIS CONTRACT is made and entered into this date _____,
by and between <u>Schweitzer Engineering Laboratories, Inc.</u> a corporation, whose address is <u>2350</u>
<u>NE Hopkins Court, Pullman, WA 99163</u>, hereinafter referred to as "Supplier," and the **CITY OF
DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be
effective upon approval of the Denton City Council and subsequent execution of this Contract by
the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the
mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the Supplier's proposal in response
thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit
"E"**. The Contract consists of this written agreement and the following items which are attached
hereto and incorporated herein by reference:

    (a)   Special Terms and Conditions **(Exhibit "A"),**
    (b)   City of Denton Standard Terms and Conditions **(Exhibit "B"),**
    (c)   Form CIQ – Conflict of Interest Questionnaire **(Exhibit "C"),**
    (d)   Certificate of Interested Parties Electronic Filing **(Exhibit "D"),**
    (e)   Supplier's Proposal. **(Exhibit "E");**

These documents make up the Contract documents and what is called for by one shall be
as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions
of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence
first to the written agreement then to the contract documents in the order in which they are listed
above. These documents shall be referred to collectively as "Contract Documents."

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER

BY: _Elena Shaffer for Erik Newman_
DocuSigned by:
34CC3B507593472
AUTHORIZED SIGNATURE

Date: 2/19/2016

Name: Elena Shaffer for Erik Newman

Title: Director of Business Operations

Contract Administrator

PHONE NUMBER

elena_shaffer@selinc.com

FAX NUMBER

509-334-4946

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _Jennifer Walters_
DocuSigned by:
C5BFAFC1821946D...

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _John Knight_
DocuSigned by:
C821996C2A2B439...

BY: _George C. Campbell_
DocuSigned by:
4884E925F0F6480
GEORGE C. CAMPBELL
CITY MANAGER

Date: 3/3/2016

Contract 6046

Exhibit A
Special Terms and Conditions

Total Contract Amount
The contact total for services shall not exceed $2,240,000. Pricing shall be per Exhibit E attached.

The Quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

Delivery
ICON products shall be delivered within eight (8) weeks after receipt of order, all other products shall be delivered within four (4) weeks after receipt of order for standard relays.

Product Changes during Contract Term
The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to dentonpurchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the supplier's expense.

Contract Terms
The contract term will be three (3) years, effective from date of award.

Contract 6046

Exhibit B
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's solicitation are applicable to Contracts/Purchase Orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller herein after referred to as the Bidder, Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the Sellers Proposal response, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the Contract/Purchase Order these written provisions will take precedence.

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

Contract 6046

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**
A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .
    i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
    ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. **INVOICES**:
A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City.

Contract 6046

Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all
Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.
The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

> i. delivery of defective or non-conforming deliverables by the Contractor;
>
> ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
>
> iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
>
> iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
>
> vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting
> documentation; or
>
> vii. failure of the Contractor to comply with any material provision of the Contract Documents.
>
> Any such amounts withheld shall be limited to the Purchase Order that is not in compliance, and shall be paid within thirty (30) days of correction and acceptance by the City of the non-complying Purchase Order.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

Contract 6046

B. The making and acceptance of final payment will constitute:

      i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

The City shall have the right to audit and copy only those records of Contractor relating to time and expenses or non-fixed price projects.

18. **SUBCONTRACTORS**:
A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.
B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

      i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

      ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

      iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

      iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

      v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the

Contract 6046

benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:
A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Contractor warrants that products are free from defects in material and workmanship for ten (10) years after shipment for all Contractor products, including Contractor-manufactured control enclosure structures and panels. This warranty is conditioned upon proper storage, installation, connection, operation and maintenance of products, prompt written notice to Contractor of any defects and, if required, prompt availability of products to Contractor for correction. This warranty shall be void in its entirety if the City fails to implement required product upgrades, modifies products without prior written consent to and subsequent approval of any such modifications by Contractor or uses products for any applications that require product listing or qualification not specifically included in the Contractor written quotation or proposal. If any product fails to conform to this warranty, the City properly notifies Contractor of such failure and the City returns the product to Contractor factory for diagnosis (and pays all expenses for such return), Contractor shall correct any such failure by, at its sole discretion, either repairing any defective or damaged product part(s) or making available, freight prepaid, by Contractor (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or product(s). Any product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City

Contract 6046

under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

D. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR'S WARRANTIES FOR DELIVERABLES AND SERVICES SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT. Contractor shall, whenever possible, pass the original manufacturer warranty to Buyer for non-Contractor products. Contractor does not warrant non- Contractor products, including non- Contractor control enclosure structures, and non- Contractor products within Contractor panels, control enclosure structures and systems, and products or prototypes provided by Contractor for testing, marketing, or loan purposes.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses

and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**: A. Definitions:
i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of
        every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Contractor be liable for any special, consequential, incidental, or liquidated damages, including without limitation any loss of profit or revenues, loss of use of products or associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of the City's customers for such damages.

Contract 6046

Notwithstanding any term in this Contract, Contractor's liability to City of Denton or its insurers for any loss or damage regarding this Contract shall be limited as follows: i) for those claims covered by Contractor's insurance where City of Denton has been named as an additional insured upon the applicable insurance policy, Contractor's liability shall be limited to the amount of the applicable insurance policy; ii) for all other claims except those arising as a result of Contractor's violation of applicable law or patent infringement, Contractor's liability shall in no event exceed $1,000,000, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Attachment A.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements.

    i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

    ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

    iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

    iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

    v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

    vi. In the event that the Contractor performs services on-site, all endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

    vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

    viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

    x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

    xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

    xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

    xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

    xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums

and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Contract 6046

38. **OWNERSHIP AND USE OF DELIVERABLES**:
Contractor retains all its intellectual property rights. All documents, designs, drawings, plans, specifications and other work product (collectively "Work Product") prepared by Contractor in performing services for the City shall not be deemed "works made for hire" for the City. To the extent that any such Work Product is prepared by Contractor while performing the Project, Contractor hereby grants the City a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire (**Exhibit C**).

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in

Contract 6046

writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:
A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City

Contract 6046

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**
A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.
B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall
engage in any discriminatory employment practice against individuals with disabilities as defined
in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**
The following federally funded requirements are applicable, in addition to the specific federally funded requirements**.**
A. Definitions. As used in this paragraph –
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

Contract 6046

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. **PREVAILING WAGE RATES:** All respondents will be required to comply with Provision 5159a of "Vernon's Annotated Civil Statutes" of the State of Texas with respect to the payment of prevailing wage rates and prohibiting discrimination in the employment practices.
http://www.access.gpo.gov/davisbacon/tx.html

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in

Contract 6046

writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Exhibit C

CONFLICT OF INTEREST QUESTIONNAIRE -   FORM CIQ
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section   176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government   Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1	**Name of vendor who has a business relationship with local governmental entity.**

2	☐ **Check this box if you are filing an update to a previously filed questionnaire.**
	(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 | **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A.   Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes   ☐ No

B.   Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes   ☐ No

C.   Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes   ☐ No

D.   Describe each employment or business and family relationship with the local government officer named in this section.

4	☐ **I have no Conflict of Interest to disclose.**

5	DocuSigned by:	
	Elena Shaffer for Erik Newman	2/19/2016
	31CC3B507F93472	
	Signature of vendor doing business with the governmental entity	Date

Contract 6046

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish an original notarized Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
   https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Sign and notarize the Form 1295
6. Email the notarized form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Contract 6046

	Schweitzer Engineering Laboratories Product List and Unit Pricing 2015-2018		
Part #	**Description**	**Unit Cost with Required Options**	**Estimated Quantities**
0311L13DD4254X2XX	Line current differential relay, 2 single/multi fiber ports	$6,750.00	37
0351S6X3D4E5421	Overcurrent relay, front USB, Trip/Close pushbuttons, config labels, add standard 12/8 - I/O, dual copper ethernet	$3,123.00	77
0387604X53XX4XX	Transformer differential relay, thermal element	$4,914.00	27
0411L0X6X5B6DDX357424XX	Line current differential relay, 2 fiber ports, standard 8/13 - I/O, High Current 8/13 - I/O, 5RU	$10,760.00	37
0487B1X6X52XXXXE37EPXXX	Bus differential relay, two additional I/O boards	$7,906.00	15
0551C0BX533X	Overcurrent relay, EIA-232 front and rear ports	$876.00	7
0587Z0X325312XX	Bus differential relay, 2 MOVs	$3,901.00	18
0734P09V1D1216E5X7D3A	EPS Meter	$2,492.10	44
2100XX4443	Logic controller, 16I/4O standard	$2,457.00	39
240700013	Satellite clock, GPS antenna with 75' cable	$1,350.00	27
200-2005	Gas Tube Coaxial Surge Protector	$100.00	27
200-2006	Surge Protector Mounting Bracket	$6.00	27
C953	RG-58 Cable, BNC connectors, 8' or less	$11.00	95
C960	RG-6 Cable, TNC connectors, 8'	$18.00	27
	*each additional foot over 8' - RG-6	$0.42	324
241421ABACACA850000	Transformer Monitor, 4I/4O standard, Two 4I/3O electromechanical boards, 4 AC current input - 5amp phase/5amp neutral	$1,810.00	18
241101AA0BA1A0X0000	Programmable automation controller, EIA-232/EIA-485 serial comm card, Two 4I/4O standard	$1,387.00	18
35303A0D1211X0XXXXXX	Automation Controller, 24I/8O standard, HMI Run-time license	$6,300.00	9
35303A0XX211X0XXXXXX	Automation Controller	$4,050.00	47
3355=BGN9	Automation Controller, windows 7 professional, 6' 120VAC plug, 8GB ram, two 60GB SSD, 3 PCIe serial cards, 1 PCIe Ethernet card	$6,794.00	9
91610028	19" LCD touch screen monitor	$720.00	9
91610050-L	Keyboard rack with mouse and locking tray	$350.00	9
2730U0ARAX1111AAAAX0	Ethernet Switch, (16) 10/100Base-T	$1,350.00	39
5040	Event report retrieval and management software	$1,325.00	9
2910	Communication port isolator	$86.00	266
2810MT	RS232 to Fiber Converter, Transmitter for plastic fiber	$120.00	38
2810MR	RS232 to Fiber Converter, Receiver for plastic fiber	$120.00	38
2815	RS232 to Fiber Converter, Single Mode	$183.00	16
3610X3A0XXX0	Serial Port Server	$1,620.00	26
3620X3A0XXX0	Ethernet Security Gateway	$2,520.00	26
2488PRAX1381AX2XX	Satellite Synchronized Network Clock	$2,340.00	10
2505434XX	Remote I/O Module	$517.00	4
3390S8A001	6 Port Serial Expansion Card for 3355	$450.00	5
????	ACSELERATOR® Diagram Builder SEL-5035 Software Configuration for RTAC	$1,325.00	9
C272A	Serial Cable, 8'	$32.00	16
	*C272A - Each additional foot over 8'	$0.31	64
C273A	Serial Cable, 8'	$32.00	900
	*C273A - Each additional foot over 8'	$0.31	6300
C478N	EIA-232 Serial Adapter Cable with IRIG-B Configuration, 6'	$32.00	8
C605A	EIA-232 Serial Cable, 8'	$32.00	140
	*C605A - Each additional foot over 8'	$0.31	3500
C662-15	USB to Serial Cables - 15'	$73.00	5
	ICON - Integrated Communications Optical Network	$10,852.67	10
2015-2018 Total Estimated Quantity and Cost			**1405**

SEL-311L																		List Price	Discount
SEL-311L Standard	0	3	1	1	L	x	x	x	x	x	2	x	x	X	X	X	X	$ 5,000	$ 4,500
Single Pole Differential Protection	0	3	1	1	L	**6**	x	x	x	x	2	x	x	x	x	x	X	$ 525	$ 473
Single Pole Differential and SP Zone 1 Distance Backup Protection	0	3	1	1	L	**7**	x	x	x	x	2	x	x	x	x	x	X	$ 525	$ 473
3U, Horizontal Projection Panel Mount	0	3	1	1	L	x	**5**	x	x	x	2	x	x	x	x	x	X	$ 105	$ 95
4U, Horizontal Projection Panel Mount	0	3	1	1	L	x	**N**	x	x	x	2	x	x	x	x	x	X	$ 105	$ 95
Additional I/O - 12 Standard Outputs, 8 Inputs	0	3	1	1	L	x	x	x	x	x	2	x	x	**2**	x	x	X	$ 350	$ 315
Additional I/O - 8 High-Speed High I/C Outputs, 8 Inputs	0	3	1	1	L	x	x	x	x	x	2	x	x	**5**	x	x	X	$ 625	$ 563
Additional I/O - 12 High I/C Outputs, 8 Inputs	0	3	1	1	L	x	x	x	x	x	2	x	x	**6**	x	x	X	$ 770	$ 693
Conformal Coat	0	3	1	1	L	x	x	x	x	x	2	x	x	x	x	**2**	X	$ 200	$ 180
Communications: Priced per channel. One channel is required. Two channels may be furnished.																			
Isolated EIA-422 (A)	0	3	1	1	L	x	x	**x**	**x**	x	2	x	x	x	x	x	X	$ 265	$ 239
Isolated G.703 (B)	0	3	1	1	L	x	x	**x**	**x**	x	2	x	x	x	x	x	X	$ 265	$ 239
850nm IEEE C37.94 Fiber (C)	0	3	1	1	L	x	x	**x**	**x**	x	2	x	x	x	x	x	X	$ 525	$ 473
1300nm Fiber (D)	0	3	1	1	L	x	x	**x**	**x**	x	2	x	x	x	x	x	X	$ 1,050	$ 945
1550nm Fiber (E)	0	3	1	1	L	x	x	**x**	**x**	x	2	x	x	x	x	x	X	$ 1,320	$ 1,188
1300nm IEEE C37.94 Fiber (H)	0	3	1	1	L	x	x	**x**	**x**	x	2	x	x	x	x	x	X	$ 1,050	$ 945
Communications Protocol																			
Serial DNP3	0	3	1	1	L	x	x	x	x	x	2	x	x	x	**1**	x	X	$ 100	$ 90
DNP plus Two 10/100 BASE-T Ethernet and Telnet (311L-1 and -7 only)	0	3	1	1	L	x	x	x	x	x	2	x	x	x	**2**	x	X	$ 400	$ 360
DNP plus Two 100BASE-FX Ethernet and Telnet (311L-1 and -7 only)	0	3	1	1	L	x	x	x	x	x	2	x	x	x	**3**	x	X	$ 550	$ 495
DNP plus Two 10/100 BASE-T Ethernet and IEC 61850 (311L-1 and -7 only)	0	3	1	1	L	x	x	x	x	x	2	x	x	x	**4**	x	X	$ 600	$ 540
DNP plus Two 100BASE-FX Ethernet and IEC 61850 (311L-1 and -7 only)	0	3	1	1	L	x	x	x	x	x	2	x	x	x	**5**	x	X	$ 750	$ 675

New SEL-351S

New SEL-351S															List Price	Discount
New SEL-351S-5, -6 Standard	0	3	5	1	S	x	X	x	x	x	x	x	x	x	x	$ 2,550	$ 2,295
Power Elements, Voltage Sag/Swell/Interruption	0	3	5	1	S	**7**	X	x	x	x	x	x	x	x	x	$ 630	$ 567
Horizontal Projection Panel Mount	0	3	5	1	S	x	X	**5**	x	x	x	x	x	x	x	$ 105	$ 95
Conformal Coat (C, 7, 8, 9)	0	3	5	1	S	x	X	**x**	x	x	x	x	x	x	x	$ 200	$ 180
Configurable Labels	0	3	5	1	S	x	X	x	**4**	x	x	x	x	x	x	$ 105	$ 95
SafeLock Trip/Close Pushbuttons	0	3	5	1	S	x	X	x	**5**	x	x	x	x	x	x	$ 265	$ 239
Indoor SafeLock Trip/Close Pushbuttons, Configurable Labels	0	3	5	1	S	x	X	x	**6**	x	x	x	x	x	x	$ 370	$ 333
Outdoor SafeLock Trip/Close Pushbuttons, Configurable Labels	0	3	5	1	S	x	X	x	**7**	x	x	x	x	x	x	$ 370	$ 333
Front Panel USB	0	3	5	1	S	x	X	x	**A**	x	x	x	x	x	x	$ 100	$ 90
Front Panel USB, Configurable Labels	0	3	5	1	S	x	X	x	**B**	x	x	x	x	x	x	$ 205	$ 185
Safelock Trip/Close Pushbuttons, Front Panel USB	0	3	5	1	S	x	X	x	**C**	x	x	x	x	x	x	$ 365	$ 329
Indoor SafeLock Trip/Close Pushbuttons, Front Panel USB, Configurable Labels	0	3	5	1	S	x	X	x	**D**	x	x	x	x	x	x	$ 470	$ 423
Outdoor SafeLock Trip/Close Pushbuttons, Front Panel USB, Configurable Labels	0	3	5	1	S	x	X	x	**E**	x	x	x	x	x	x	$ 470	$ 423
Petersen Coil (A or B)	0	3	5	1	S	x	X	x	x	x	**x**	x	x	x	x	$ 315	$ 284
Additional I/O - 12 Standard Outputs, 8 Inputs	0	3	5	1	S	x	X	x	x	x	x	x	x	**2**	x	$ 350	$ 315
Additional I/O - 4 Standard Outputs, 16 Inputs	0	3	5	1	S	x	X	x	x	x	x	x	x	**4**	x	$ 350	$ 315
Additional I/O - 12 High I/C Outputs, 8 Inputs	0	3	5	1	S	x	X	x	x	x	x	x	x	**6**	x	$ 770	$ 693
IEC 61850 Protocol	0	3	5	1	S	x	x	x	x	x	x	x	x	x	**2**	$ 200	$ 180
Ethernet Connection Options																	
(1) 10/100BASE-T Ethernet, EIA-485	0	3	5	1	S	x	X	x	x	x	**B**	x	x	x	**1**	$ 50	$ 45
(1) 100BASE-FX MM LC Ethernet	0	3	5	1	S	x	X	x	x	x	**C**	x	x	x	x	$ 200	$ 180
(1) 100BASE-FX MM LC Ethernet, EIA-485	0	3	5	1	S	x	X	x	x	x	**D**	x	x	x	x	$ 200	$ 180
(2) 10/100BASE-T Ethernet, EIA-485	0	3	5	1	S	x	X	x	x	x	**E**	x	x	x	x	$ 100	$ 90
(2) 100BASE-FX MM LC Ethernet, EIA-485	0	3	5	1	S	x	X	x	x	x	**F**	x	x	x	x	$ 300	$ 270
(1) 10/100BASE-T, (1) Fiber-Optic MM ST Serial Port	0	3	5	1	S	x	X	x	x	x	**G**	x	x	x	**1**	$ 150	$ 135
(1) 10/100BASE-T, (1) 100BASE-FX MM LC, (1) Fiber-Optic MM ST Serial Port	0	3	5	1	S	x	X	x	x	x	**H**	x	x	x	x	$ 350	$ 315
(2) 10/100BASE-T, (1) Fiber-Optic MM ST Serial Port	0	3	5	1	S	x	X	x	x	x	**J**	x	x	x	x	$ 200	$ 180
(2) 100BASE-FX MM LC, (1) Fiber-Optic MM ST Serial Port	0	3	5	1	S	x	X	x	x	x	**K**	x	x	x	x	$ 400	$ 360

SEL-387																List Price	Discount
SEL-387-0, -5, -6 Standard	0	3	8	7	X	0	x	X	x	x	X	X	x	X	X	$ 5,250	$ 4,725
Thermal Element	0	3	8	7	**6**	x	x	X	x	x	x	X	x	X	x	$ 210	$ 189
Additional I/O - 12 Standard Outputs, 8 Inputs, 3U	0	3	8	7	x	**1**	x	X	x	x	**2**	X	x	X	x	$ 508	$ 457
Additional I/O - 4 Standard Outputs, 16 Inputs, 3U	0	3	8	7	**6**	**1**	x	X	x	x	**4**	X	x	X	x	$ 508	$ 457
Additional I/O - 12 High I/C Outputs, 8 Inputs, 3U	0	3	8	7	x	**1**	x	X	x	x	**6**	X	x	X	x	$ 928	$ 835
Horizontal Projection Panel Mount	0	3	8	7	x	x	x	X	x	**5**	x	X	x	X	x	$ 105	$ 95
Conformal Coat	0	3	8	7	x	x	x	X	x	x	x	**2**	x	X	x	$ 200	$ 180
DNP3	0	3	8	7	x	x	x	X	x	x	x	X	x	X	**1**	$ 100	$ 90

SEL-411L		List Price	Discount
SEL-411L-0 Standard	0 4 1 1 L 0 X x x X x X X 0 0 X x x 0 x 0 X 0 X	$ 7,990	$ 7,191
Sub-cycle Distance Elements, Series Compensation Logic and Traveling Wave Fault Location	0 4 1 1 L **1** x x x x x x x x x x X x x x x x x x x x	$ 1,470	$ 1,323
Conformal Coat	0 4 1 1 L x **2** x x x x x x x x x X x x x x x x x x x	$ 250	$ 225
Connectorized Relay *(Specify wiring harness SEL-WA0421 using WI-2262)*	0 4 1 1 L x x x **2** x x x x x x X x x x x x x x x x	$ 275	$ 248
IEC 61850	0 4 1 1 L x x x x x x **C** x x x X x x x x x x x x x	$ 200	$ 180
Ethernet Connection Options			
Four 10/100BASE-T Connectors	0 4 1 1 L x x x x x x x **6** x x X x x x x x x x x x	$ 550	$ 495
Four 10/100BASE-FX Connectors	0 4 1 1 L x x x x x x x **7** x x X x x x x x x x x x	$ 860	$ 774
Two 10/100BASE-T and Two 100BASE-FX Connectors	0 4 1 1 L x x x x x x x **8** x x X x x x x x x x x x	$ 720	$ 648
Communications: Priced per channel.			
Isolated EIA-422 (A)	0 4 1 1 L x x x x x x x x x **x x** X x x x x x x x x x	$ 265	$ 239
Isolated G.703 (B)	0 4 1 1 L x x x x x x x x x **x x** X x x x x x x x x x	$ 265	$ 239
850nm IEEE C37.94 Fiber (C)	0 4 1 1 L x x x x x x x x x **x x** X x x x x x x x x x	$ 525	$ 473
1300nm Fiber (D)	0 4 1 1 L x x x x x x x x x **x x** X x x x x x x x x x	$ 1,050	$ 945
1550nm Fiber (E)	0 4 1 1 L x x x x x x x x x **x x** X x x x x x x x x x	$ 1,320	$ 1,188
1300nm IEEE C37.94 Fiber (H)	0 4 1 1 L x x x x x x x x x **x x** X x x x x x x x x x	$ 1,050	$ 945
Note 1: 4U will have one I/O board.			
Note 2: 5U can have one or two I/O boards.			
Note 3: 6U can have one, two or three I/O boards.			
Add for each I/O board			
8 Optoisolated Independent Level-Sensitive Inputs, 13 Standard Form A, 2 Standard Form C Outputs (2)	0 4 1 1 L x x x x x x x x x x X x x x **x** x x **x** x x x	$ 525	$ 473
8 Optoisolated Independent Level-Sensitive Inputs, 13 High-Current Interrupting Form A, 2 Standard Form C Outputs (7)	0 4 1 1 L x x x x x x x x x x X x x x **x** x x **x** x x x	$ 790	$ 711
24 Optoisolated Level-Sensitive Inputs, 2 Standard and 6 High-Speed High-Current Interrupting Form A Outputs (C)	0 4 1 1 L x x x x x x x x x x X x x x **x** x x **x** x x x	$ 790	$ 711
24 Optoisolated Level-Sensitive Inputs, 8 Outputs (D)	0 4 1 1 L x x x x x x x x x x X x x x **x** x x **x** x x x	$ 525	$ 473
8 Optoisolated Independent Level-Sensitive Inputs, 8 High-Speed High-Current Interrupting Form A Outputs (E)	0 4 1 1 L x x x x x x x x x x X x x x **x** x x **x** x x x	$ 1,050	$ 945

SEL-487B-1		List Price	Discount
SEL-487B Standard	0 4 8 7 B 1 X x X x 2 X X X X x x X X X X X	$ 6,830	$ 6,420
Conformal Coat	0 4 8 7 B 1 **2** x X x 2 X x x X x x x x x x x X	$ 250	$ 235
Connector Type			
Connectorized Relay *(Specify wiring harness SEL-WA0487B using WI-10631)*	0 4 8 7 B 1 x x **2** x 2 X x x X x x x x x x x X	$ 550	$ 517
Ethernet Protocol Options			
DNP3 LAN/WAN, PRP	0 4 8 7 B 1 x x X x 2 X **B** x X x x x x x x x X	$ 200	$ 188
DNP3 LAN/WAN, PRP, IEC 61850	0 4 8 7 B 1 x x X x 2 X **C** x X x x x x x x x X	$ 400	$ 376
Ethernet Options			
Dual 10/100BASE-T	0 4 8 7 B 1 x x X x 2 X x **0** X x x x x x x x X	$ 500	$ 470
Dual 100BASE-FX	0 4 8 7 B 1 x x X x 2 X x **2** X x x x x x x x X	$ 760	$ 714
One 10/100BASE-T, One 100BASE-FX	0 4 8 7 B 1 x x X x 2 X x **4** X x x x x x x x X	$ 645	$ 606
Chassis			
7U, 24 Target LEDs, 12 Pushbuttons, Tri-Color LEDs	0 4 8 7 B 1 x x X x 2 X x x X x **8** x x x x X	$ 315	$ 296
9U, 16 Target LEDs, 8 Pushbuttons	0 4 8 7 B 1 x x X x 2 X x x X x **9** x x x x X	$ -	$ -
9U, 24 Target LEDs, 12 Pushbuttons, Tri-Color LEDs	0 4 8 7 B 1 x x X x 2 X x x X x **A** x x x x X	$ 315	$ 296
Add for each I/O board			
Additional I/O (B,C,D,E,G,H,K,M,N,P,R,T)	0 4 8 7 B 1 x x X x 2 X x x X x x x **x x x x** X	$ 790	$ 743
Accessory Kit			
9154002 Interconnection Kit	*No charge when ordered with the third of three relays.*		

SEL-551C													List Price	Discount
SEL-551C Standard	0	5	5	1	C	0	x	X	x	x	1	X	$ 840	$ 815
Conformal Coat	0	5	5	1	C	0	x	2	x	x	x	X	$ 150	$ 146
Horizontal Projection Panel Mount	0	5	5	1	C	0	x	x	x	5	x	X	$ 105	$ 102
EIA-485	0	5	5	1	C	0	x	x	x	x	2	X	$ 37	$ 36
EIA-232 Front Port, EIA-232 Rear Ports	0	5	5	1	C	0	x	x	x	x	3	X	$ 63	$ 61
EIA-232 Front Port, EIA-485 Rear Port	0	5	5	1	C	0	x	x	x	x	4	X	$ 79	$ 77

SEL-587Z																List Price		Discount	
SEL-587Z Standard	0	5	8	7	Z	0	X	x	x	x	x	x	2	X	X	$	3,940	$	3,704
Conformal Coat	0	5	8	7	Z	0	**2**	x	x	x	x	x	2	X	X	$	150	$	141
2 MOVs - 5000j, 2000V	0	5	8	7	Z	0	x	x	**2**	x	x	x	2	X	X	$	210	$	197
4 MOVs - 8400j, 1500V	0	5	8	7	Z	0	x	x	**3**	x	x	x	2	X	X	$	420	$	395
Horizontal Projection Panel Mount	0	5	8	7	Z	0	x	x	x	x	**5**	x	2	X	X	$	105	$	99

SEL-734		List Price	Discount
SEL-734 Standard	0 7 3 4 0 x x x x x x x x 1 x D X X X 2 A	$ 1,594	$ 1,435
Advanced Power Quality	0 7 3 4 **P** x x x x x x x x x x x x x x x x x A	$ 500	$ 450
Enclosure			
Horizontal Panel Mount in Outdoor Enclosure, Wired to a Test Switch (includes Conformal Coat)	0 7 3 4 x x x **A** x x x x **2** x x x x x x x x A	$ 495	$ 446
Vertical Panel Mount in Outdoor Enclosure, Wired to a Test Switch (includes Conformal Coat)	0 7 3 4 x x x **D** x x x x **2** x x x x x x x x A	$ 495	$ 446
Conformal Coat			
Conformal Coat	0 7 3 4 x x x x x x x x x **2** x x x x x x x x A	$ 250	$ 225
Communications Options			
Two EIA-232 Ports, One 10/100BASE-T Ethernet Port	0 7 3 4 x x x x x x x x x x x **E** x x x x x x A	$ 75	$ 68
One EIA-232 Port, One EIA-485 Port	0 7 3 4 x x x x x x x x x x x **F** x x x x x x A	$ 75	$ 68
One EIA-232 Port, One EIA-485 Port, and One 10/100 BASE-T Ethernet Port	0 7 3 4 x x x x x x x x x x x **G** x x x x x x A	$ 150	$ 135
Two EIA-232 Ports, One 100BASE-FX Fiber-Optic Ethernet Port	0 7 3 4 x x x x x x x x x x x **H** x x x x x x A	$ 250	$ 225
One EIA-232 Port, One EIA-485 Port, One 100BASE-FX Fiber-Optic Ethernet Port	0 7 3 4 x x x x x x x x x x x **J** x x x x x x A	$ 325	$ 293
Expansion Slot 1			
Additional EIA-232 and EIA-485 Port	0 7 3 4 x x x x x x x x x x x x **2** x x x x x A	$ 150	$ 135
Telephone Modem Plus Additional EIA-232 Port and EIA-485 Port	0 7 3 4 x x x x x x x x x x x x **5** x x x x x A	$ 350	$ 315
Expansion Slot 2			
4 Inputs, 4 Electromechanical Outputs	0 7 3 4 x x x x x x x x x x x x x x x **6** x x A	$ 150	$ 135
4 Inputs, 4 Solid-State Outputs	0 7 3 4 x x x x x x x x x x x x x x x **7** x x A	$ 150	$ 135
4 ±1 mA Analog Outputs, 4 Solid-State Outputs	0 7 3 4 x x x x x x x x x x x x x x **8** X x A	$ 350	$ 315
4 ±20 mA Analog Outputs, 4 Solid-State Outputs	0 7 3 4 x x x x x x x x x x x x x x **9** X x A	$ 350	$ 315
DNP3 Serial and LAN/WAN	0 7 3 4 x x x x x x x x x x x x x x x x **3** A	$ 100	$ 90
Accessories			
C660 EIA-232 Connection Optical Communications Cable			
C661 USB Connection Optical Communications Cable			
*Software Conversion Kit * Serial Numbers are required**			
9754014 Kit to convert 734 to 734P. Add advanced Power Quality and Recording (includes latest FW).		$ 500	$ 450
9754015 Add DNP Communications Protocol (includes latest FW)		$ 100	$ 90
*Firmware Upgrades * Serial Numbers are required**			
9160 Firmware Upgrade *(No Charge)*		$ -	
9160 Meter Form 5/Form 9 Conversion *(No Charge)*		$ -	
Interface Boards - Firmware Upgrade Required (included)			
Field-Installation Option - Communications Cards, Expansion Slot 1			
9751001 Additional EIA-232/EIA-485 Port		$ 200	$ 180
9751002 Modem plus Additional EIA-232/EIA-485 Port		$ 350	$ 315

SEL-734	List Price	Discount
Field-Installation Option - I/O Cards, Expansion Slot 2		
9752001 Electromechanical 4 DI, 4 DO, 24V	$ 200	$ 180
9752002 Electromechanical 4 DI, 4 DO, 48V	$ 200	$ 180
9752003 Electromechanical 4 DI, 4 DO, 110V	$ 200	$ 180
9752004 Electromechanical 4 DI, 4 DO, 125V	$ 200	$ 180
9752005 Electromechanical 4 DI, 4 DO, 220V	$ 200	$ 180
9752006 Electromechanical 4 DI, 4 DO, 250V	$ 200	$ 180
9752007 Solid State, 4 DI, 4 DO, 24V	$ 200	$ 180
9752008 Solid State, 4 DI, 4 DO, 48V	$ 200	$ 180
9752009 Solid State, 4 DI, 4 DO, 110V	$ 200	$ 180
9752010 Solid State, 4 DI, 4 DO, 125V	$ 200	$ 180
9752011 Solid State, 4 DI, 4 DO, 220V	$ 200	$ 180
9752012 Solid State, 4 DI, 4 DO, 250 V	$ 200	$ 180
Analog Output Card Kit, Expansion Slot 2		
9752013 4 ±1 mA Analog Outputs, 4 Solid State-Outputs	$ 350	$ 315
9752014 4 ±20 mA Analog Outputs, 4 Solid-State Outputs: *(Compatible with S/Ns 2009315xxx and later)*	$ 350	$ 315
Power Supply Kits, Expansion Slot A		
9754001 125/250 Vdc or Vac Power Supply with 24 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754002 125/250 Vdc or Vac Power Supply with 48 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754003 125/250 Vdc or Vac Power Supply with 110 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754004 125/250 Vdc or Vac Power Supply with 125 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754005 125/250 Vdc or Vac Power Supply with 220 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754006 125/250 Vdc or Vac Power Supply with 250 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754007 24/48 Vdc Power Supply with 24 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754008 24/48 Vdc Power Supply with 48 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754009 24/48 Vdc Power Supply with 110 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754010 24/48 Vdc Power Supply with 125 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754011 24/48 Vdc Power Supply with 220 Vdc or Vac Control Input Voltage	$ 250	$ 225
9754012 24/48 Vdc Power Supply with 250 Vdc or Vac Control Input Voltage	$ 250	$ 225
Main Board Upgrades		
Field upgrade not available. A 50% discount is available for any upgrade to a SEL 734P. Old meter must be returned to factory.		
Easily Extractable Meter (EXM) Upgrades		
Field upgrade not available. A 50% discount is available for any upgrade to a SEL-734 EXM. Old meter must be returned to factory.		

SEL-751A		Slot A	Slot C	Slot D	Slot E	Slot Z	Slot B	List Price
SEL-751A Standard	7 5 1 A x	x x	0 X	0 X	0 X	8 x	0 x 0 0	$ 950
Configurable Labels (5 or 6)	7 5 1 A **x**	x x	x x	x x	x x	8 x	x x x x	$ 105
Fiber-Optic Serial Port	7 5 1 A x	x x	x x	x x	x x	8 x	**1** x x x	$ 200
Conformal Coat	7 5 1 A x	x x	x x	x x	x x	8 x	x x x **1**	$ 250
Ethernet Options								
Single 10/100BASE-T Ethernet, EIA-232 Rear	7 5 1 A x	x x	x x	x x	x x	8 x	x **2** x x	$ 75
Single 10/100BASE-T Ethernet, EIA-485 Rear	7 5 1 A x	x x	x x	x x	x x	8 x	x **3** x x	$ 75
Single 100BASE-FX MM LC Ethernet, EIA-232 Rear	7 5 1 A x	x x	x x	x x	x x	8 x	x **4** x x	$ 250
Dual 10/100BASE-T Ethernet, EIA-232 Rear	7 5 1 A x	x x	x x	x x	x x	8 x	x **6** x x	$ 150
Dual 100BASE-FX MM LC Ethernet, EIA-232 Rear	7 5 1 A x	x x	x x	x x	x x	8 x	x **8** x x	$ 500
Protocol Options								
IEC 61850 - requires Ethernet option	7 5 1 A x	x x	x x	x x	x x	8 x	x x **1** x	$ 200
DNP3	7 5 1 A x	x x	x x	x x	x x	8 x	x x **2** x	$ 100
DNP3 (Serial, LAN/WAN) and IEC 61850 - requires Ethernet option	7 5 1 A x	x x	x x	x x	x x	8 x	x x **3** x	$ 300
Card Options - 3 Maximum (or as limited by positions in the part number string) - add for each								
Serial Communications (EIA-232/485)(1 Max)	7 5 1 A x	x x	**A 0**	x x	x x	8 x	x x x x	$ 200
DeviceNet Communications (1 Max)	7 5 1 A x	x x	**A 3**	x x	x x	8 x	x x x x	$ 350
8 DI (3x)	7 5 1 A x	x x	**3** x	**3** x	**3** x	8 x	x x x x	$ 150
4 DI, 4 DO Electromechanical (1x)	7 5 1 A x	x x	**1** x	**1** x	**1** x	8 x	x x x x	$ 150
4 DI, 4 DO Fast High I/C (Cx)	7 5 1 A x	x x	**C** x	**C** x	**C** x	8 x	x x x x	$ 175
4 DI, 3 DO (2 Form C, 1 Form B)(Dx)	7 5 1 A x	x x	**D** x	**D** x	**D** x	8 x	x x x x	$ 150
3 DI, 4 DO, 1 AO (1 Max)(Bx)	7 5 1 A x	x x	**B** x	**B** x	**B** x	8 x	x x x x	$ 175
10 RTD (9X)	7 5 1 A x	x x	x x	**9 X**	x x	8 x	x x x x	$ 270
8 AI (5X)	7 5 1 A x	x x	**5 X**	**5 X**	**5 X**	8 x	x x x x	$ 340
4 AI, 4 AO (1 Max)(6X)	7 5 1 A x	x x	**6 X**	**6 X**	**6 X**	8 x	x x x x	$ 570
3 AVI (1 Max)(71)	7 5 1 A x	x x	x x	x x	**7 1**	8 x	x x x x	$ 200
5 AVI with Monitoring Package (1 Max)(72)	7 5 1 A x	x x	x x	x x	**7 2**	8 x	x x x x	$ 340
5 AVI with Advanced Metering and Protection Package (1 Max)(73)	7 5 1 A x	x x	x x	x x	**7 3**	8 x	x x x x	$ 480
3 AVI, 4 AFDI (1 Max)(74)	7 5 1 A x	x x	x x	x x	**7 4**	8 x	x x x x	$ 400
5 AVI, 1 ACI (1 Max)(75 or 76)	7 5 1 A x	x x	x x	x x	**7** x	8 x	x x x x	$ 550

SEL-2032 Communications Processor																List Price
SEL-2032 Standard	2	0	3	2	x	3	X	x	0	X	X	X	X	X		$ 2,840
Horizontal Projection Panel Mount	2	0	3	2	**5**	3	X	x	x	x	x	x	x	x		$ 105
Conformal Coat	2	0	3	2	x	3	**2**	x	x	x	x	x	x	x		$ 150
I/O Board - 4 Outputs, 16 Inputs	2	0	3	2	x	3	X	x	**4**	x	x	x	x	x		$ 685
DNP3, UCA2 (H)	2	0	3	2	x	3	X	x	x	x	**x**	x	x	x		$ 200
Modbus Plus (M)	2	0	3	2	x	3	X	x	x	x	**x**	**0**	**x**	**0**		$ 1,160
Card Options																
Dual 10/100BASE-T (0)	2	0	3	2	x	3	X	x	x	x	x	**x**	**x**	**x**		$ 625
Dual 100BASE-FX (2)	2	0	3	2	x	3	X	x	x	x	x	**x**	**x**	**x**		$ 850
One 10/100BASE-T, One 100BASE-FX (4)	2	0	3	2	x	3	X	x	x	x	x	**x**	**x**	**x**		$ 735

SEL-2100 Logic Processor										List Price	Discount
SEL-2100 Standard	2	1	0	0	X	x	x	X	X	x	$ 2,100	$ 1,890
I/O Board - 4 Outputs, 16 Inputs	2	1	0	0	X	x	x	**4**	**x**	x	$ 630	$ 567
Horizontal Projection Panel Mount	2	1	0	0	X	x	x	x	x	**5**	$ 105	$ 95

SEL-2407 Satellite-Synchronized Clock										List Price		Discount	
SEL-2407 Standard	2	4	0	7	0	0	0	0	x	$	1,200	$	1,080
850nm Fiber-Optic Port	2	4	0	7	0	**A**	0	x	x	$	200	$	180
Conformal Coat	2	4	0	7	0	X	**1**	X	X	$	100	$	90
SEL-9524A GPS GNSS Antenna, 50 ohm, with 75' (23 m) of cable	2	4	0	7	0	x	0	**1**	x	$	300	$	270

SEL-2411 Programmable Automation Controller	P/N	Slot A	Slot C	Slot D	Slot E	Slot Z	Slot B	List Price	Discount
SEL-2411 Standard	2 4 1 1 0	x x	0 X	0 X	0 X	0 X	0 0 0 0	$ 950	$ 893
Horizontal Surface Mount	2 4 1 1 **1**	x x	x x	x x	x x	x x	x x x x	$ 100	$ 94
Vertical Panel Mount	2 4 1 1 **2**	x x	x x	x x	x x	x x	x x x x	$ 150	$ 141
Vertical Surface Mount	2 4 1 1 **3**	x x	x x	x x	x x	x x	x x x x	$ 250	$ 235
Fiber-Optic Serial Port	2 4 1 1 x	x x	x x	x x	x x	x x	**1** x x x	$ 200	$ 188
Single 10/100BASE-T (Copper) Ethernet	2 4 1 1 x	x x	x x	x x	x x	x x	x **1** x x	$ 75	$ 71
Single 100BASE-FX (Fiber) Ethernet (LC)	2 4 1 1 x	x x	x x	x x	x x	x x	x **4** x x	$ 250	$ 235
Dual 10/100BASE-T (Copper) Ethernet	2 4 1 1 x	x x	x x	x x	x x	x x	x **6** x x	$ 150	$ 141
Dual 100BASE-FX (Fiber) Ethernet (LC)	2 4 1 1 x	x x	x x	x x	x x	x x	x **8** x x	$ 500	$ 470
DNP3 (Serial and LAN/WAN)	2 4 1 1 x	x x	x x	x x	x x	x x	x x **3** x	$ 100	$ 94
IEC 61850, DNP3 (requires Ethernet option)	2 4 1 1 x	x x	x x	x x	x x	x x	x x **4** x	$ 300	$ 282
Conformal Coat	2 4 1 1 0	x x	x x	x x	x x	x x	x x x **1**	$ 250	$ 235
Card Options - 4 Maximum (or as limited by positions in the part number string)									
EIA-232/485 Communications (A0)(1 Max)	2 4 1 1 0	x x	**A 0**	x x	x x	x x	x x x x	$ 200	$ 188
4 DI, 4 DO Electromechanical (1x)	2 4 1 1 x	x x	**1** x	**1** x	**1** x	**1** x	x x x x	$ 150	$ 141
4 DI, 4 DO Fast High I/C (Bx)	2 4 1 1 x	x x	**B** x	**B** x	**B** x	**B** x	x x x x	$ 175	$ 165
4 DI, 3 DO (2 Form C and 1 Form B)(Cx)	2 4 1 1 x	x x	**C** x	**C** x	**C** x	**C** x	x x x x	$ 150	$ 141
8 DO (Form A)(2X)	2 4 1 1 x	x x	**2 X**	**2 X**	**2 X**	**2 X**	x x x x	$ 150	$ 141
8 DO (Form B)(2A)	2 4 1 1 x	x x	**2 A**	**2 A**	**2 A**	**2 A**	x x x x	$ 150	$ 141
8 DO (6 Form A & 2 Form B)(2B)	2 4 1 1 x	x x	**2 B**	**2 B**	**2 B**	**2 B**	x x x x	$ 150	$ 141
8 DO (2 Form A & 6 Form B)(2C)	2 4 1 1 x	x x	**2 C**	**2 C**	**2 C**	**2 C**	x x x x	$ 150	$ 141
8 DI (3x)	2 4 1 1 x	x x	**3** x	**3** x	**3** x	**3** x	x x x x	$ 150	$ 141
8 AI (5X)	2 4 1 1 x	x x	**5 X**	**5 X**	**5 X**	**5 X**	x x x x	$ 340	$ 320
8 AI (4 Std Range and 4 Ext Range)(52)	2 4 1 1 x	x x	**5 2**	**5 2**	**5 2**	**5 2**	x x x x	$ 340	$ 320
4 AI, 4 A0 (1 Max)(6X)	2 4 1 1 x	x x	**6 X**	**6 X**	**6 X**	**6 X**	x x x x	$ 570	$ 536
10 RTD (9X)	2 4 1 1 x	x x	x x	**9 X**	x x	x x	x x x x	$ 270	$ 254
10 RTD/TC (91)	2 4 1 1 x	x x	x x	**9 1**	x x	x x	x x x x	$ 450	$ 423
3 AVI (Slot E Only)(71)	2 4 1 1 x	x x	x x	x x	**7 1**	x x	x x x x	$ 200	$ 188
3 ACI, 3 AVI (8 Vac Maximum)(Slot E Only)(73)	2 4 1 1 x	x x	x x	x x	**7 3**	x x	x x x x	$ 400	$ 376
3 ACI, 3 AVI (300 Vac Maximum)(Slot E Only)(74)	2 4 1 1 x	x x	x x	x x	**7 4**	x x	x x x x	$ 400	$ 376
4 ACI (Slot Z Only)(8x)	2 4 1 1 x	x x	x x	x x	x x	**8** x	x x x x	$ 300	$ 282
Select I/O Field Installation Plug-In Cards for SEL-2411 (If card requires FW upgrade, this is included in the price of card. See WI-5932)									
EIA-232/485 (1 Max)	9751LA0x							$ 250	$ 235
8 DI	9760L3xx							$ 200	$ 188
8 DO (Form A)	9761L2xx							$ 200	$ 188
8 DO (Form B)	9761L2Ax							$ 200	$ 188
8 DO (6 Form A & 2 Form B)	9761L2Bx							$ 200	$ 188
8 DO (2 Form A & 6 Form B)	9761L2Cx							$ 200	$ 188
8 AI	9762L5Xx							$ 390	$ 367

SEL-2411 Programmable Automation Controller		Slot A	Slot C	Slot D	Slot E	Slot Z	Slot B	List Price	Discount
8 AI (4 Std Range and 4 Ext Range)	9762L52x							$ 390	$ 367
4 AI, 4 A0 (1 Max)	9763L6Xx							$ 620	$ 583
4 DI, 4 DO Electromechanical	9764L1xx							$ 200	$ 188
4 DI, 4 DO Fast High I/C	9764LBxx							$ 225	$ 212
3 AVI	9769L71x							$ 250	$ 235
4 ACI	9770L8xx							$ 350	$ 329
3 ACI, 3 AVI (8 Vac Maximum)	9771L73x							$ 450	$ 423
3 ACI, 3 AVI (300 Vac Maximum)	9771L75x							$ 450	$ 423
10 RTD	9772L9Xx							$ 320	$ 301
4 DI, 3 DO (2 Form C and 1 Form B)	9773LCxx							$ 200	$ 188
PSIO, 2 DI, 3 DO	9790Lxxx							$ 250	$ 235
CPU/COM - EIA-232	9791L000x							$ 780	$ 733
CPU/COM - EIA-232, DNP3	9791L003x							$ 880	$ 827
CPU/COM - EIA-232, Single 10/100BASE-T Ethernet	9791L010x							$ 855	$ 804
CPU/COM - EIA-232, Single 10/100BASE-T Ethernet, DNP3	9791L013x							$ 955	$ 898
CPU/COM - EIA-232, Single 10/100BASE-T Ethernet, IEC 61850, DNP3	9791L014x							$ 1,155	$ 1,086
CPU/COM - EIA-232, Single 100BASE-FX Ethernet	9791L040x							$ 1,030	$ 968
CPU/COM - EIA-232, Single 100BASE-FX Ethernet, DNP3	9791L043x							$ 1,130	$ 1,062
CPU/COM - EIA-232, Single 100BASE-FX Ethernet, IEC 61850, DNP3	9791L044x							$ 1,330	$ 1,250
CPU/COM - EIA-232, Dual 10/100BASE-T Ethernet	9791L060x							$ 930	$ 874
CPU/COM - EIA-232, Dual 10/100BASE-T Ethernet, DNP3	9791L063x							$ 1,030	$ 968
CPU/COM - EIA-232, Dual 10/100BASE-T Ethernet, IEC 61850, DNP3	9791L064x							$ 1,230	$ 1,156
CPU/COM - EIA-232, Dual 100BASE-FX Ethernet	9791L080x							$ 1,280	$ 1,203
CPU/COM - EIA-232, Dual 100BASE-FX Ethernet, DNP3	9791L083x							$ 1,380	$ 1,297
CPU/COM - EIA-232, Dual 100BASE-FX Ethernet, IEC 61850, DNP3	9791L084x							$ 1,580	$ 1,485
CPU/COM - EIA-232, Fiber-Optic Serial	9791L100x							$ 980	$ 921
CPU/COM - EIA-232, Fiber-Optic Serial, DNP3	9791L103x							$ 1,080	$ 1,015
CPU/COM - EIA-232, Fiber-Optic Serial, Single 10/100BASE-T Ethernet	9791L110x							$ 1,055	$ 992
CPU/COM - EIA-232, Fiber-Optic Serial, Single 10/100BASE-T Ethernet, DNP3	9791L113x							$ 1,155	$ 1,086
CPU/COM - EIA-232, Fiber-Optic Serial, Single 10/100BASE-T Ethernet, IEC 61850, DNP3	9791L114x							$ 1,355	$ 1,274
CPU/COM - EIA-232, Fiber-Optic Serial, Single 100BASE-FX Ethernet	9791L140x							$ 1,230	$ 1,156
CPU/COM - EIA-232, Fiber-Optic Serial, Single 100BASE-FX Ethernet, DNP3	9791L143x							$ 1,330	$ 1,250
CPU/COM - EIA-232, Fiber-Optic Serial, Single 100BASE-FX Ethernet, IEC 61850, DNP3	9791L144x							$ 1,530	$ 1,438
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 10/100BASE-T Ethernet	9791L160x							$ 1,130	$ 1,062
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 10/100BASE-T Ethernet, DNP3	9791L163x							$ 1,230	$ 1,156
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 10/100BASE-T Ethernet, IEC 61850, DNP3	9791L164x							$ 1,430	$ 1,344

SEL-2411 Programmable Automation Controller		Slot A	Slot C	Slot D	Slot E	Slot Z	Slot B	List Price		Discount	
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 100BASE-FX Ethernet	9791L180x							$	1,480	$	1,391
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 100BASE-FX Ethernet, DNP3	9791L183x							$	1,580	$	1,485
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 100BASE-FX Ethernet, IEC 61850, DNP3	9791L184x							$	1,780	$	1,673
Rear Panel Backplates *(No charge if ordered with a SELect I/O card, $75 if ordered separately)*	9792Lxx0							$	75	$	71
Conformal Coat	xxxxxxxx1							$	30	$	28

SEL-2414 Transformer Monitor

	Base	Slot A	Slot C	Slot D	Slot E	Slot Z	Slot B	List Price	Discount
SEL-2414 Standard	2 4 1 4 2	x x	0 X	0 X	0 X	0 X	0 0 0 0	$ 1,150	$ 1,081
Vertical Surface Mount	2 4 1 4 3	x x	x x	x x	x x	x x	x x x x	$ 100	$ 94
Fiber-Optic Serial Port	2 4 1 4 x	x x	x x	x x	x x	x x	1 x x x	$ 200	$ 188
Single 10/100BASE-T (Copper) Ethernet	2 4 1 4 x	x x	x x	x x	x x	x x	x 1 x x	$ 75	$ 71
Single 100BASE-FX (Fiber) Ethernet (LC)	2 4 1 4 x	x x	x x	x x	x x	x x	x 4 x x	$ 250	$ 235
Dual 10/100BASE-T (Copper) Ethernet	2 4 1 4 x	x x	x x	x x	x x	x x	x 6 x x	$ 150	$ 141
Dual 100BASE-FX (Fiber) Ethernet (LC)	2 4 1 4 x	x x	x x	x x	x x	x x	x 8 x x	$ 500	$ 470
DNP3 (Serial and LAN/WAN)	2 4 1 4 x	x x	x x	x x	x x	x x	x x 3 x	$ 100	$ 94
IEC 61850, DNP3 (requires Ethernet option)	2 4 1 4 x	x x	x x	x x	x x	x x	x x 4 x	$ 300	$ 282
Conformal Coat (includes card options)	2 4 1 4 x	x x	x x	x x	x x	x x	x x x 1	$ 250	$ 235

Card Options - 4 Maximum (or as limited by positions in the part number string)

	Base	Slot A	Slot C	Slot D	Slot E	Slot Z	Slot B	List Price	Discount
EIA-232/485 Communications (Slot C Only)	2 4 1 4 x	x x	A 0	x x	x x	x x	x x x x	$ 200	$ 188
4 DI, 4 DO Electromechanical (1x)	2 4 1 4 x	x x	1 x	1 x	1 x	1 x	x x x x	$ 150	$ 141
4 DI, 4 DO Fast High I/C (Bx)	2 4 1 4 x	x x	B x	B x	B x	B x	x x x x	$ 175	$ 165
4 DI, 3 EM DO (2 Form C and 1 Form B)(Cx)	2 4 1 4 x	x x	C x	C x	C x	C x	x x x x	$ 150	$ 141
8 Form A DO (2X)	2 4 1 4 x	x x	2 X	2 X	2 X	2 X	x x x x	$ 150	$ 141
8 Form B DO (2A)	2 4 1 4 x	x x	2 A	2 A	2 A	2 A	x x x x	$ 150	$ 141
8 DO (6 Form A & 2 Form B)(2B)	2 4 1 4 x	x x	2 B	2 B	2 B	2 B	x x x 0	$ 150	$ 141
8 DO (2 Form A & 6 Form B)(2C)	2 4 1 4 x	x x	2 C	2 C	2 C	2 C	x x x 0	$ 150	$ 141
8 DI (3x)	2 4 1 4 x	x x	3 x	3 x	3 x	3 x	x x x x	$ 150	$ 141
8 AI (5X)	2 4 1 4 x	x x	5 X	5 X	5 X	5 X	x x x x	$ 340	$ 320
8 AI (4 Std Range and 4 Ext Range)(52)	2 4 1 4 x	x x	5 2	5 2	5 2	5 2	x x x x	$ 340	$ 320
4 AI, 4 A0 (6X)(1 Max)	2 4 1 4 x	x x	6 X	6 X	6 X	6 X	x x x x	$ 570	$ 536
10 RTD (9X)	2 4 1 4 x	x x	x x	9 X	x x	x x	x x x x	$ 270	$ 254
10 RTD/TC	2 4 1 4 x	x x	x x	9 1	x x	x x	x x x x	$ 450	$ 423
3 AVI (Slot E only)(71)	2 4 1 4 x	x x	x x	x x	7 1	x x	x x x x	$ 200	$ 188
3 ACI, 3 AVI (300 Vac Maximum)(Slot E only)(74)	2 4 1 4 x	x x	x x	x x	7 4	x x	x x x x	$ 400	$ 376
4 ACI (Slot Z only)(8x)	2 4 1 4 x	x x	x x	x x	x x	8 x	x x x x	$ 300	$ 282

Select I/O Field Installation Plug-In Cards for SEL-2414 (If card requires FW upgrade, this is included in the price of card. See WI-5932)

	Part Number	List Price	Discount
EIA-232/485 Communications (1 Max)	9751LA0x	$ 250	$ 235
8 DI	9760L3xx	$ 200	$ 188
8 DO	9761L2xx	$ 200	$ 188
8 DO (6 Form A & 2 Form B)	9761L2Bx	$ 200	$ 188
8 DO (2 Form A & 6 Form B)	9761L2Cx	$ 200	$ 188
8 AI	9762L5Xx	$ 390	$ 367
8 AI (4 Std Range and 4 Ext Range)	9762L52x	$ 390	$ 367
4 AI, 4 A0 (1 Max)	9763L6Xx	$ 620	$ 583
4 DI, 4 DO Electromechanical	9764L1xx	$ 200	$ 188
4 DI, 4 DO Fast High I/C	9764LBxx	$ 225	$ 212
3 AVI	9769L71x	$ 250	$ 235
4 ACI	9770L8xx	$ 350	$ 329

SEL-2414 Transformer Monitor		Slot A	Slot C	Slot D	Slot E	Slot Z	Slot B	List Price	Discount
3 ACI, 3 AVI (300 Vac Maximum)	9771L7xx							$ 450	$ 423
10 RTD	9772L9Xx							$ 320	$ 301
4DI, 3 EM DO (2 Form C and 1 Form B)	9773LCxx							$ 200	$ 188
PSIO, 2 DI, 3 DO	9790Lxxx							$ 250	$ 235
CPU/COM - EIA-232	9794L000x							$ 780	$ 733
CPU/COM - EIA-232, DNP3	9794L003x							$ 880	$ 827
CPU/COM - EIA-232, Single 10/100BASE-T Ethernet	9794L010x							$ 855	$ 804
CPU/COM - EIA-232, Single 10/100BASE-T Ethernet, DNP3	9794L013x							$ 955	$ 898
CPU/COM - EIA-232, Single 10/100BASE-T Ethernet, IEC 61850, DNP3	9794L014x							$ 1,155	$ 1,086
CPU/COM - EIA-232, Single 100BASE-FX Ethernet	9794L040x							$ 1,030	$ 968
CPU/COM - EIA-232, Single 100BASE-FX Ethernet, DNP3	9794L043x							$ 1,130	$ 1,062
CPU/COM - EIA-232, Single 100BASE-FX Ethernet, IEC 61850, DNP3	9794L044x							$ 1,330	$ 1,250
CPU/COM - EIA-232, Dual 10/100BASE-T Ethernet	9794L060x							$ 930	$ 874
CPU/COM - EIA-232, Dual 10/100BASE-T Ethernet, DNP3	9794L063x							$ 1,030	$ 968
CPU/COM - EIA-232, Dual 10/100BASE-T Ethernet, IEC 61850, DNP3	9794L064x							$ 1,230	$ 1,156
CPU/COM - EIA-232, Dual 100BASE-FX Ethernet	9794L080x							$ 1,280	$ 1,203
CPU/COM - EIA-232, Dual 100BASE-FX Ethernet, DNP3	9794L083x							$ 1,380	$ 1,297
CPU/COM - EIA-232, Dual 100BASE-FX Ethernet, IEC 61850, DNP3	9794L084x							$ 1,580	$ 1,485
CPU/COM - EIA-232, Fiber-Optic Serial	9794L100x							$ 980	$ 921
CPU/COM - EIA-232, Fiber-Optic Serial, DNP3	9794L103x							$ 1,080	$ 1,015
CPU/COM - EIA-232, Fiber-Optic Serial, 10/100BASE-T	9794L110x							$ 1,055	$ 992
CPU/COM - EIA-232, Fiber-Optic Serial, 10/100BASE-T, DNP3	9794L113x							$ 1,155	$ 1,086
CPU/COM - EIA-232, Fiber-Optic Serial, 10/100BASE-T, IEC 61850, DNP3	9794L114x							$ 1,355	$ 1,274
CPU/COM - EIA-232, Fiber-Optic Serial, Single 100BASE-FX Ethernet	9794L140x							$ 1,230	$ 1,156
CPU/COM - EIA-232, Fiber-Optic Serial, Single 100BASE-FX Ethernet, DNP3	9794L143x							$ 1,330	$ 1,250
CPU/COM - EIA-232, Fiber-Optic Serial, Single 100BASE-FX Ethernet, IEC 61850, DNP3	9794L144x							$ 1,530	$ 1,438
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 10/100BASE-T Ethernet	9794L160x							$ 1,130	$ 1,062
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 10/100BASE-T Ethernet, DNP3	9794L163x							$ 1,230	$ 1,156
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 10/100BASE-T Ethernet, IEC 61850, DNP3	9794L164x							$ 1,430	$ 1,344
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 100BASE-FX Ethernet	9794L180x							$ 1,480	$ 1,391
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 100BASE-FX Ethernet, DNP3	9794L183x							$ 1,580	$ 1,485
CPU/COM - EIA-232, Fiber-Optic Serial, Dual 100BASE-FX Ethernet, IEC 61850, DNP3	9794L184x							$ 1,780	$ 1,673
Rear Panel Backplates *(No charge if ordered with a SELect I/O card, $75 if ordered separately)*	9792Lxx0							$ 75	$ 71
Conformal Coat	xxxxxxxx1							$ 30	$ 28

SEL-2488 Satellite Synchronized Network Clock																						List Price		Discount	
SEL-2488 Standard	2	4	8	8	0	R	x	X	1	1	8	1	A	X	2	X	X					$	2,450	$	2,340
PTP (IEEE 1588)	2	4	8	8	**P**	R	x	X	1	1	8	1	A	X	2	X	X					$	1,750	$	1,671
Power Supply B *(Power Supply A is included in the base price)*																									
24/48 Vdc	2	4	8	8	0	R	x	**C**	1	1	8	1	A	X	2	X	X					$	250	$	239
125/250 Vdc or Vac	2	4	8	8	0	R	x	**A**	1	1	8	1	A	X	2	X	X					$	250	$	239
Ethernet Port 1, 2, 3, and 4																									
2 10/100BASE-T, 2 100BASE-FX (Multimode, LC Connector, 2km)	2	4	8	8	0	R	x	X	**1**	**2**	8	1	A	X	2	X	X					$	200	$	191
2 10/100BASE-T, 2 100BASE-LX10 (Singlemode, LC Connector, 15km)	2	4	8	8	0	R	x	X	**1**	**3**	8	1	A	X	2	X	X					$	500	$	478
4 100BASE-FX (Multimode, LC Connector, 2km)	2	4	8	8	0	R	x	X	**2**	**2**	8	1	A	X	2	X	X					$	400	$	382
4 100BASE-LX10 (Singlemode, LC Connector, 15km)	2	4	8	8	0	R	x	X	**3**	**3**	8	1	A	X	2	X	X					$	1,000	$	955
Other Options																									
Holdover - OCXO	2	4	8	8	0	R	x	X	1	1	8	1	**B**	X	2	X	X					$	500	$	478
Conformal Coat	2	4	8	8	0	R	x	X	**2**	1	8	1	A	X	2	X	**1**					$	150	$	143

SEL-2505 Remote I/O Module										List Price		Discount	
SEL-2505 Standard V-Pin (2505x1xXX) or EIA-232 (2505x0xXX)	2	5	0	5	x	x	x	X	X	$	525	$	517
ST Connector, Multimode, 15km (SEL-2815 compatible)	2	5	0	5	x	**2**	x	X	X	$	265	$	261
ST Connector, Single-mode, 80km (SEL-2830 compatible)	2	5	0	5	x	**3**	x	X	X	$	350	$	345
ST Connector, Multimode, 4km (SEL-2812 compatible)	2	5	0	5	x	**6**	x	X	X	$	155	$	153

SEL-2725 Five-Port Ethernet Switch										List Price	
SEL-2725 Standard	2	7	2	5	S	x	2	X	X	$	450
2 Fiber-Optic Ports, 3 Copper Ports	2	7	2	5	**D**	x	x	X	X	$	149
Single-Mode Fiber-Optic Port	2	7	2	5	x	x	**3**	X	X	$	149
Conformal Coat	2	7	2	5	x	x	x	X	**1**	$	50

SEL-2730U Unmanaged 24-Port Ethernet Switch		List Price	Discount
SEL-2730U Standard	2 7 3 0 U 0 A R x x **1 1 1 1** A A A A X 0	$ 1,500	$ 1,350
125/250 Vdc or Vac Power Supply	2 7 3 0 U 0 A R x **A** x x x x A A A A X x	$ 250	$ 225
24/48 Vdc Power Supply	2 7 3 0 U 0 A R x **C** x x x x A A A A X x	$ 250	$ 225
Conformal Coat	2 7 3 0 U 0 A R x x x x x x A A A A X **1**	$ 50	$ 45
Ports 9-24			
16 10/100BASE-T	2 7 3 0 U 0 A R x x **1 1 1 1** A A A A X x	$ -	$ -
12 10/100BASE-T, 4 100BASE-FX Multimode	2 7 3 0 U 0 A R x x **1 1 1 2** A A A A X x	$ 280	$ 252
12 10/100BASE-T, 4 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **1 1 1 3** A A A A X x	$ 848	$ 763
8 10/100BASE-T, 8 100BASE-FX Multimode	2 7 3 0 U 0 A R x x **1 1 2 2** A A A A X x	$ 560	$ 504
8 10/100BASE-T, 4 100BASE-FX Multimode, 4 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **1 1 2 3** A A A A X x	$ 1,128	$ 1,015
8 10/100BASE-T, 8 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **1 1 3 3** A A A A X x	$ 1,696	$ 1,526
4 10/100BASE-T, 12 100BASE-FX Multimode	2 7 3 0 U 0 A R x x **1 2 2 2** A A A A X x	$ 840	$ 756
4 10/100BASE-T, 8 100BASE-FX Multimode, 4 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **1 2 2 3** A A A A X x	$ 1,408	$ 1,267
4 10/100BASE-T, 4 100BASE-FX Multimode, 8 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **1 2 3 3** A A A A X 0	$ 1,976	$ 1,778
4 10/100BASE-T, 12 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **1 3 3 3** A A A A X x	$ 2,544	$ 2,290
16 100BASE-FX Multimode	2 7 3 0 U 0 A R x x **2 2 2 2** A A A A X x	$ 1,120	$ 1,008
12 100BASE-FX Multimode, 4 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **2 2 2 3** A A A A X x	$ 1,688	$ 1,519
8 100BASE-FX Multimode, 8 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **2 2 3 3** A A A A X x	$ 2,256	$ 2,030
4 100BASE-FX Multimode, 12 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **2 3 3 3** A A A A X x	$ 2,824	$ 2,542
16 100BASE-LX10 Singlemode	2 7 3 0 U 0 A R x x **3 3 3 3** A A A A X x	$ 3,392	$ 3,053

SEL-2890 Ethernet Transceiver								List Price	
SEL-2890 Standard	2	8	9	0	M	0	X	$	200
C642 Configuration Cable	2	8	9	0	M	**1**	X	$	59

SEL-3530 RTAC																								List Price	Discount
SEL-3530 Standard	3	5	3	0	x	x	0	X	X	2	1	1	X	0	X	X	X	X	X	X				$ 4,500	$ 4,050
One 10/100 BASE-T, One 100BASE-FX	3	5	3	0	x	x	**1**	x	x	x	x	x	x	x	x	x	X	X	X	X				$ 200	$ 180
Two 100BASE-FX	3	5	3	0	x	x	**2**	x	x	x	x	x	x	x	x	x	X	X	X	X				$ 300	$ 270
One 100BASE-T, One 100BASE-LX10	3	5	3	0	x	x	**3**	x	x	x	x	x	x	x	x	x	X	X	X	X				$ 349	$ 314
Two 100BASE-LX10	3	5	3	0	x	x	**4**	x	x	x	x	x	x	x	x	x	X	X	X	X				$ 598	$ 538
I/O Board (A,B,C,D,E,F)	3	5	3	0	x	x	x	**x**	x	x	x	x	x	x	x	x	X	X	X	X				$ 750	$ 675
HMI Basic Run-Time License	3	5	3	0	x	x	x	x	**1**	x	x	x	x	x	x	x	X	X	X	X				$ 1,750	$ 1,575
IEC 61850 MMS Client Protocol	3	5	3	0	x	x	x	x	x	**3**	x	x	x	x	x	x	X	X	X	X				$ 200	$ 180
IEC 61850 MMS Server Protocol	3	5	3	0	x	x	x	x	x	x	**2**	x	x	x	x	x	X	X	X	X				$ 200	$ 180
IEC 61850 GOOSE Peer-to-Peer Protocol	3	5	3	0	x	x	x	x	x	x	x	**3**	x	x	x	x	X	X	X	X				$ 200	$ 180
Rear Serial Ports - 33 EIA-232/EIA-485	3	5	3	0	x	x	x	x	x	x	x	x	**A**	x	x	x	X	X	X	X				$ 1,180	$ 1,062
Conformal Coat	3	5	3	0	x	x	x	x	x	x	x	x	x	x	**1**	x	x	X	X	X	X			$ 50	$ 45
FileIo	3	5	3	0	x	x	x	x	x	x	x	x	x	x	x	**0**	**0**	X	X	X	X			$ 450	$ 405
FileIo, Horizon PowerSystemModel	3	5	3	0	x	x	x	x	x	x	x	x	x	x	x	**1**	**M**	X	X	X	X			$ 900	$ 810
FileIo, Horizon PowerSystemModel, Horizon SVPplus	3	5	3	0	x	x	x	x	x	x	x	x	x	x	x	**5**	**S**	X	X	X	X			$ 7,000	$ 6,300

SEL-3610 Port Server														List Price	Discount
SEL-3610 Standard with Two 10/100BASE-T Ethernet Connections	3	6	1	0	X	x	x	0	X	X	X	0	$ 1,800	$ 1,620
One 10/100BASE-T, One 100BASE-FX (Multimode)	3	6	1	0	X	x	x	1	X	X	X	x	$ 200	$ 180
Two 100BASE-FX (Multimode)	3	6	1	0	X	x	x	2	X	X	X	x	$ 300	$ 270
One 10/100BASE-T, One 100BASE-LX10 (Single-Mode)	3	6	1	0	X	x	x	3	X	X	X	x	$ 349	$ 314
Two 100BASE-LX10 (Single-Mode)	3	6	1	0	X	x	x	4	X	X	X	x	$ 598	$ 538
Conformal Coat	3	6	1	0	X	x	x	x	X	X	X	1	$ 50	$ 45

SEL-3620 Ethernet Security Gateway													List Price	Discount
SEL-3620 Standard with Two 10/100BASE-T Ethernet Connections	3	6	2	0	X	x	x	0	X	X	X	0	$ 2,800	$ 2,520
One 10/100BASE-T, One 100BASE-FX (Multimode)	3	6	2	0	X	x	x	**1**	X	X	X	x	$ 200	$ 180
Two 100BASE-FX (Multimode)	3	6	2	0	X	x	x	**2**	X	X	X	x	$ 300	$ 270
One 10/100BASE-T, One 100BASE-LX10 (Single-Mode)	3	6	2	0	X	x	x	**3**	X	X	X	x	$ 349	$ 314
Two 100BASE-LX10 (Single-Mode)	3	6	2	0	X	x	x	**4**	X	X	X	x	$ 598	$ 538
Conformal Coat	3	6	2	0	X	x	x	x	X	X	X	**1**	$ 50	$ 45

SEL-3355	List Price	Discount
Note: Discounts apply only to base price, no discounts on price adders.		
SEL-3355 Standard - CPU: Dual Core 2.5GHz, RAM slot 1: 4GB, Power Supply A: HV Power Supply with Euro Terminal Block	$ 3,250	$ 3,153
CPU: Quad Core 2.1GHz	$ 100	$ 100
RAM slot 1: 8GB	$ 125	$ 125
RAM slot 2: 4GB	$ 150	$ 150
RAM slot 2: 8GB	$ 275	$ 275
SSD Slot 1/2/3/4: 30 GB Industrial Grade SLC SSD (each)	$ 450	$ 450
SSD Slot 1/2/3/4: 60 GB Industrial Grade SLC SSD (each)	$ 750	$ 750
SSD Slot 1/2/3/4: 120 GB Industrial Grade SLC SSD (each)	$ 1,500	$ 1,500
SSD Slot 1/2/3/4: 250 GB Industrial Grade SLC SSD (each)	$ 2,500	$ 2,500
Conformal Coat	$ 200	$ 200
Operating System		
Windows Server 2012 R2	$ 950	$ 950
Windows 7 Professional 64-bit	$ 250	$ 250
Power Supply A		
SEL-9331 160W HV Power Supply, Euro Terminal Block 125/250 Vdc or 120/240 Vac *(included with base price)*	$ -	$ -
(optional) Line Cord: 120 Vac, North American Plug, 8'	$ 15	$ 15
SEL-9331 160W HV Power Supply, IEC Inlet 120/240 Vac, includes 120 Vac North American Line Cord, 8'	$ 15	$ 15
Power Supply B		
SEL-9331 160W HV Power Supply, Euro Terminal Block 125/250 Vdc or 120/240 Vac	$ 385	$ 385
(optional) Line Cord: 120 Vac, North American Plug, 8'	$ 15	$ 15
SEL-9331 160 W HV Power Supply, IEC Inlet 120/240 Vac, includes 120 Vac North American Line Cord, 8'	$ 400	$ 400
SEL Software		
SEL-5020 Settings Assistant	$ -	$ -
SEL-5030 AcSELerator Quickset	$ -	$ -
SEL-5040 Report Server/Viewer	$ 1,175	$ 1,175
SEL-5073 SynchroWAVe PDC		
SEL-5601 Analytic Assistant	$ 135	$ 135
McAfee Software		
McAfee Embedded Control (MEC w/o ePO)	$ 150	$ 150
SISCO Software		
SISCO AX-S4 MMS IEC 61850 *(not field upgradeable)*	$ 2,000	$ 2,000

SEL-9510 Control Switch Module		List Price
SEL-9510 Standard	9 5 1 0 x x A 1	$ 300
Pushbutton Guards	9 5 1 0 x x **B** x	$ 30
Configurable Labels	9 5 1 0 x x x **2**	$ 35

Part #	Description	Unit Price	Site 1
			Node 1
8001-01	19" shelf	$855.60	1
	Power Modules		
8011-02	HV AC/DC 110-240V 92W Power Module for 19" shelf. Terminal Block	$372.00	2
	Control Modules		
8020-01	Line Module. Must add SFPs	$1,887.90	1
8030-01	Server Module	$558.00	1
	Access Module (Full Height)		
8049-01	Access Module Cover	$13.95	6
	Quattro Module + Sub Modules		
8050-01	Quattro Module	$193.44	1
	Data Sub Modules		
8066-01	Single Port FXS (single sub-module slot)	$297.60	2
8099-01	Sub-Module Cover	$13.95	2
	Small Form Factor Pluggables (SFPs)		
	OC-48 SFPs Dual Fiber (Single Mode)		
8121	OC-48, 1310 nm LC Connector ≈ 15Km	$1,495.44	2
	Line Module GigE SFPs (Single Mode)		
8135-01	GigE, 1310 nm 1000 Base LX≈ 10Km	$916.05	1
8135-04	GigE, 1310 nm 1000 Base LX≈ 40Km	$1,343.85	
	Software		
505120XX4	SEL-5051 node license	$750.00	1
	Services		
8190	Manufacturing System Engineering	$500.00	1
9191	Manufacturing Assembly Wire and Test	$750.00	1
		TOTAL $	$10,852.67

Cables		List Price
C272A, C273A	8' or less	$ 32.00
	* Additional cable length (per foot)(100' max length)	$ 0.31
C478N	SEL-3355 serial card - RJ45 to DB-9 female with IRIG-B input (BNC), 6' or less	$ 32.00
C605A	SEL-3355 serial card - EIA-232 cable, RJ-45 to DB-9 male, 8' or less	$ 32.00
	* Additional cable length (per foot)(100' max length)	$ 0.31
C662-15	Male, USB to EIA-232 serial cable, 15'	$ 73.00
C953	RG-58 cable (terminations differ, see Cable SELector), 8' or less	$ 11.00
	* Additional cable length (per foot)(max: demodulated 130', modulated 425')	$ 0.53
C960	RG-6 cable, TNC to TNC connector, 8' and under	$ 18.00
	* Additional cable length (per foot)(150' max length)	$ 0.42

Certificate Of Completion
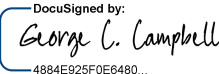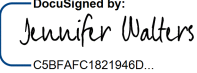
Envelope Id: E59D7BC29B5045E596D0F4E68A43A85D		Status: Completed
Subject: Please DocuSign: Contract Documents 6046		
Source Envelope:		
Document Pages: 51	Signatures: 5	Envelope Originator:
Certificate Pages: 6	Initials: 0	Karen E. Smith
AutoNav: Enabled		karen.smith@cityofdenton.com
EnvelopeId Stamping: Disabled		IP Address: 129.120.6.150
Time Zone: (UTC-06:00) Central Time (US & Canada)		

Record Tracking

Status: Original	Holder: Karen E. Smith	Location: DocuSign
2/18/2016 8:03:55 AM	karen.smith@cityofdenton.com	

Signer Events	Signature	Timestamp

Karen E. Smith
karen.smith@cityofdenton.com
Assistant Purchasing Manager
City of Denton
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
   Not Offered
   ID:
	Completed
	
	Using IP Address: 129.120.6.150
		Sent: 2/18/2016 8:07:54 AM
		Viewed: 2/18/2016 8:08:06 AM
		Signed: 2/18/2016 8:08:32 AM

Elena Shaffer for Erik Newman
elena_shaffer@selinc.com
Director of Business Operations
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
   Not Offered
   ID:
	DocuSigned by:
	Elena Shaffer for Erik Newman
	31CC3B507F93472...
	
	Using IP Address: 208.87.234.202
		Sent: 2/18/2016 8:08:36 AM
		Resent: 2/18/2016 11:34:19 AM
		Viewed: 2/18/2016 11:34:53 AM
		Signed: 2/19/2016 2:00:57 PM

John Knight
john.knight@cityofdenton.com
Deputy City Attorney
City of Denton
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
   Not Offered
   ID:
	DocuSigned by:
	John Knight
	C821996C2A2B439...
	
	Using IP Address: 129.120.6.150
		Sent: 2/19/2016 2:01:04 PM
		Resent: 2/24/2016 8:27:24 AM
		Viewed: 2/24/2016 10:57:12 AM
		Signed: 2/24/2016 10:57:25 AM

Julia Winkley
julia.winkley@cityofdenton.com
Contracts Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
   Not Offered
   ID:
	Completed
	
	Using IP Address: 129.120.6.150
		Sent: 2/24/2016 10:57:29 AM
		Viewed: 2/24/2016 11:32:12 AM
		Signed: 3/3/2016 10:21:58 AM

Signer Events	Signature	Timestamp

George C. Campbell
george.campbell@cityofdenton.com
City Manager
City of Denton
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
    Not Offered
    ID:
	DocuSigned by:
	George C. Campbell
	4884E925F0E6480...
	
	Using IP Address: 129.120.6.150
		Sent: 3/3/2016 10:22:04 AM
		Viewed: 3/3/2016 3:14:03 PM
		Signed: 3/3/2016 3:14:18 PM

Jennifer Walters
jennifer.walters@cityofdenton.com
City Secretary
City of Denton
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
    Not Offered
    ID:
	DocuSigned by:
	Jennifer Walters
	C5BFAFC1821946D...
	
	Using IP Address: 129.120.6.150
		Sent: 3/3/2016 3:14:23 PM
		Viewed: 3/4/2016 10:26:13 AM
		Signed: 3/4/2016 10:26:41 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Julia Winkley
julia.winkley@cityofdenton.com
Contracts Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
    Not Offered
    ID:
	COPIED	Sent: 2/19/2016 2:01:02 PM
		Viewed: 2/20/2016 8:54:49 AM

Sherri Thurman
sherri.thurman@cityofdenton.com
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
    Not Offered
    ID:
	COPIED	Sent: 2/19/2016 2:01:02 PM

Robin Fox
Robin.fox@cityofdenton.com
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
    Accepted: 10/9/2015 1:39:51 PM
    ID: 04463961-03db-4c4d-9228-d660d6146ed6
	COPIED	Sent: 3/3/2016 10:22:02 AM
		Viewed: 3/3/2016 11:08:48 AM

Carbon Copy Events	Status	Timestamp

Jennifer Bridges
jennifer.bridges@cityofdenton.com
Procurement Assistant
City of Denton
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
    Not Offered
    ID:
	COPIED	Sent: 3/4/2016 10:26:46 AM
		Viewed: 3/4/2016 1:04:59 PM

laura cheek
laura.cheek@cityofdenton.com
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
    Accepted: 2/2/2016 1:20:50 PM
    ID: d579a165-212b-468c-86ab-6e6bd30611a3
	COPIED	Sent: 3/4/2016 10:26:49 AM

Jane Richardson
jane.richardson@cityofdenton.com
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
    Not Offered
    ID:
	COPIED	Sent: 3/4/2016 10:26:51 AM

Christy Hoyland
christy_hoyland@selinc.com
Security Level: Email, Account Authentication (Optional)
 	
Electronic Record and Signature Disclosure:
    Not Offered
    ID:
	COPIED	Sent: 3/4/2016 10:26:54 AM

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/4/2016 10:26:54 AM
Certified Delivered	Security Checked	3/4/2016 10:26:54 AM
Signing Complete	Security Checked	3/4/2016 10:26:54 AM
Completed	Security Checked	3/4/2016 10:26:54 AM

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
 To contact us by email send messages to: kevin.gunn@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.gunn@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
> i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
> ii. send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

> ** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.