



City of Tacoma, WA

**TACOMA RAIL**

**REQUEST FOR BIDS**

**NEW 115RE RIGHT HAND #9 AND 115RE LEFT HAND #7  
TURNOUT**

**SPECIFICATION NO. TR22-0134N**



**City of Tacoma**

**Tacoma Rail**

**REQUEST FOR BIDS TW21-0720N**

**New 115RE Right Hand #9 AND 115RE Left Hand #7 Turnout**

**Submittal Deadline: 11:00 a.m., Pacific Time, Friday, May 6, 2022**

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

**Submittal Delivery:**

**By Email:**

[sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

**Bid Opening:** Submittals in response to an RFB will be recorded as received by a Purchasing representative. Final results are posted to our website [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org) as they come available.

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

**Project Scope:** Provide a 115RE Right Hand Number 9 Turnout AND 115RE Left Hand Number 7 Turnout, complete.

**Estimate:** \$100,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

**Americans with Disabilities Act (ADA Information:** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Federal Title VI Information:**

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Becky Lewis, Buyer by email to [rlewis4@cityoftacoma.org](mailto:rlewis4@cityoftacoma.org).

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.




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

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## SUBMITTAL CHECK LIST

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

<b>The following items make up your submittal package:</b>	
One electronic copy, of your complete submittal package	
Signature Page (Appendix A)	
Price Proposal Form (Section 24)	
Content To Be Submitted in Section 20 (20.1 – 20.9)	
<b>After award, the following documents will be executed:</b>	
Purchase Order	

## 1. BACKGROUND

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to qualified vendors to fulfill the City's needs for a 115RE Right Hand Number 9 Turnout AND 115RE Left Hand Number 7 Turnout, complete. Purchase Order will be issued to the lowest responsive and responsible bidder based on price, product quality and availability.

Vendors may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected. Should a contracted vendor fail to meet quality and/or availability requirements contained in these specifications, the City may move to terminate the contract with 10 days written notice.

**1.1** What is the project's estimate? \$100,000.00

## 2. CALENDAR OF EVENTS

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

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

Posting Date	<b>4/21/2022</b>
Question Deadline:	<b>4/27/2022</b>
City response to Questions:	<b>4/29/2022</b>
Submittal Due Date:	<b>5/6/2022</b>
Anticipated Award Date on or about:	<b>5/12/2022</b>

## 3. INQUIRIES

Questions should be submitted to Rebecca Lewis via email to [rlewis4@cityoftacoma.org](mailto:rlewis4@cityoftacoma.org)

Subject line to read:

TR22-0134N New 115RE Right Hand #9 AND 115RE Left Hand #7 Turnout – *VENDOR NAME*

**3.1** Questions marked confidential will not be answered or included.

**3.2** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

**3.3** The answers are not typically considered an addendum.

**3.4** The City will not be responsible for unsuccessful submittal of questions.

**3.5** Written answers to questions will be posted in the event approximately one week after the question deadline.

#### **4. PRE-BID MEETING**

**4.1** No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the [inquiries](#) section.

#### **5. DISCLAIMER**

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

#### **6. DELIVERY**

**6.1** Delivery shall be to the City of Tacoma, Tacoma Rail, 2601 SR509 North Frontage Road, Tacoma, WA, 98421.

Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

**6.2** Hours of operation shall be Monday through Friday, 8:00 a.m. to 2:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

#### **7. RESPONSIVENESS**

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

## 8. AWARD

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

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

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

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

## 9. STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply.

## 10. WARRANTY

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

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

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



## **11. INSPECTION**

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

Material failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

## **12. REPORTS**

After the conclusion of the contract, upon request from the City to facilitate a new bid process, contractor shall furnish a list that cross references the manufacturer model numbers specified in this bid to the current model numbers.

## **13. APPROVED ITEM EQUIVALENT**

A specific manufacturer for almost all line items has been listed in the Technical Specifications because this is the current manufacturer accepted. For those line items, which do not list a specific manufacturer, bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item is indicated "No Substitute", approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

## **14. COMPLIANCE WITH SPECIFICATIONS**

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

## **15. MATERIALS AND WORKMANSHIP**

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

## **16. DAMAGED GOODS**

The vendor shall replace any orders that are damaged in transit. They will be notified by the City and they must arrange to have damaged orders picked up within 48 hours' notice (excluding weekends and holidays). Vendor will pay all expenses incurred to ship damaged goods back to manufacturer or their own warehouse.

## **17. UPDATED PRODUCTS**

During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specifications and pricing to the City for consideration. The supplier shall provide this updated product information to the City as soon as it becomes available by the manufacturer. The City will work with Purchasing Division to review the information submitted and either accept or reject the product. If the replacement product is not approved, the vendor will be notified and the current item on the contract will be removed. Because of fixed pricing, the replacement item must be offered at the same price.

## **18. PRODUCT DISCONTINUED**

During the contract term, if the supplier discontinues carrying any of the contracted items, they must notify the City and the Purchasing office within 30 calendar days. The City reserves the right to seek other suppliers to supply those items or purchase directly from the manufacturer or their designated distributor until the contract term ends.

## **19. QUANTITIES AND PURCHASE ORDERS**

The quantities listed are an estimate only using historical data gathered from the previous 5 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

## **20. CONTENT TO BE SUBMITTED**

- 20.1** The City cannot legally accept a substantial deviation from the Specification.  
Bids/Proposals containing any substantial deviation may be rejected as non-responsive.  
It is agreed that you will perform according to the highest standard indicated.
- 20.2** Prices shall be quoted F.O.B. Destination, freight prepaid and allowed.
- 20.3** State your proposed delivery time, in calendar days, following receipt of a purchase order

- 20.4** Are warranties equal to or do they exceed those specified in this solicitation
- 20.5** Submit proposed guarantee and/or warranty information
- 20.6** Have you incorporated sustainability into your everyday business practices?: Yes/No
- 20.7** Please describe your sustainability efforts in your everyday business practices:
- 20.8** Please describe any measures taken to minimize impacts to the environment in the delivery of proposed goods and/or services:
- 20.9** Does your company provide a Prompt Payment Discount? Yes/No

Specify the Prompt Payment Discount percentage. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid

## **21. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the City of Tacoma's [Sustainable Procurement Policy](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

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

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste manage reduction plans
- Potential impact on human health and the environment

## 22. EQUITY IN CONTRACTING

The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

## 23. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

## 24. PRICING

FOB pricing, freight prepaid and allowed

Name	Description	Price	Quantity	Unit of Measure		
1	115RE Number 9 Right Hand Turnout, Complete		1	EACH		
2	115RE Number 7 Left Hand Turnout, Complete		1	EACH		
	<b>Sub Total</b>					
	10.3% Sales Tax					
	<b>Grand Total</b>					

## **25. SECTION 2 – TECHNICAL PROVISIONS**

### **A. SCOPE OF WORK AND DELIVERABLES**

#### **Provide complete new, Right Hand, 115RE, Insulated #9 turnout.**

All rail, switch points (excluding tip), frogs, and guard rails shall be DOMESTIC, all other track materials (OTM) may be foreign or domestic.

Switch shall be in accordance with 2008 AREMA (American Railway Engineering and Maintenance -of-Way Association) Portfolio of Track Work Plans, Plan No. 112-08 for 16' 6" switch and #9 AREMA turnout. Switch shall have Manganese Tips per AREA 220 and Head Hardened 16'6" Double Reinforced Knife Point switch points (AREA Detail 6100) with Transit style clips and fixed heel blocks (Plan No. 221-03). Switch shall include all Turnout rails, Stock rails, and Closure rails utilizing AREMA 115RE Head Hardened Rail and include all associated screw spike plates, screw spikes and elastic fasteners (Pandrol Style) and A&K/Progress Rail U69 Boltless Adjustable Switch Point Guard or approved equivalent. Joint bars (6 hole) and bolts shall be included.

All mixed hardwood switch ties, in accordance with AREMA guidelines, shall be included. Insulated Turnouts shall include all necessary insulated 6 hole joint bars.

Frogs (non-EDH non-Explosive Depth Hardening) shall be in accordance with 2008 AREMA Portfolio plan No. 623-03; No. 9 Rail Bound Manganese Steel Frog (16 foot) for 115RE HH (head hardened) Rail with screw spike plates, screw spikes and elastic fasteners. Frogs shall be drilled for three (3) bolts to match the specified rail.

Guard Rails shall be in accordance with 2014 AREMA Portfolio plan No. 504-03 (13 feet; with HH Rail) and fastened with screw spike plates and elastic fasteners.

Manganese inserts on frogs and switch points are excluded from the domestic only requirement.

Switch stand shall be a new Racor Model 22-E with low banner with 45" tri-handle "Backsaver", and adjustable connecting rod (42-inches) and bolts with lock washers and cotter pins. The bolt hole in the switch stands, connecting rods and switch rods shall all be the same matching diameter with matching size bolts. Mismatch of bolts and bolt holes will be cause for rejection. All switch bolts shall be designed for cotter pins.

Bill of Materials must be included in with the quote.

**Provide complete new, Left Hand, 115RE, Insulated #7 turnout.**

All rail, switch points (excluding tip), frogs, and guard rails shall be DOMESTIC, all other track materials (OTM) may be foreign or domestic.

Switch shall be in accordance with 2014 AREMA Portfolio of Track Work Plans, Plan No. 112-08 for 16'6" switch and #7 AREMA turnout. Switch point shall have Manganese Tips per AREA 220 and HH (Head Hardened) 16'6" Double Reinforced Knife Point switch points (AREA Detail 6100) with Transit style clips and fixed heel blocks (Plan No. 221-03). Switch shall include curved, straight, closure rails utilizing AREMA 115RE Head Hardened Rail with screw spike plates, screw spikes and elastic fasteners (Pandrol Style) and A&K/Progress Rail U69 Boltless Adjustable Switch Point Guard or approved equivalent. Joint bars (6 hole) and bolts shall be included.

All mixed hardwood switch ties, in accordance with AREMA guidelines, shall be included. Insulated Turnouts shall include all necessary insulated 6-hole joint bars.

Frog (non-EDH) shall be in accordance with 2014 AREMA Portfolio plan No. 622-09; No. 7 Rail Bound Manganese Steel Frog (13 foot) for 115RE HH Rail with screw spike plates, screw spikes and elastic fasteners. Frog shall be drilled for three (3) bolts to match the specified rail.

Guard Rails shall be in accordance with 2014 AREMA Portfolio plan No. 504-03 (13 feet; HH Rail) and fastened with screw spike plates, screw spikes and elastic fasteners.

Manganese inserts on frog and switch points are excluded from the domestic only requirement.

Switch stand shall be a new Racor Model 22-E. low banner with 45" Tri-Handle "Backsaver", and adjustable connecting rod (42-inches) and bolts with lock washers and cotter pins. The bolt hole in the switch stands, connecting rods and switch rods shall all be the same matching diameter with matching size bolts. Mismatch of bolts and bolt holes will be cause for rejection. All switch bolts shall be designed for cotter pins.

Bill of Materials must be included in with the quote.

APPENDIX A  
SUBMITTAL FORMS

SIGNATURE PAGE

## SIGNATURE PAGE

### **CITY OF TACOMA TACOMA RAIL**

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

### **REQUEST FOR BIDS SPECIFICATION NO. TR22-0134N NEW 115RE RIGHT HAND #9 AND 115RE LEFT HAND #7 TURNOUT**

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

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

#### **Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

\_\_\_\_\_  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

\_\_\_\_\_  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***