



City of Tacoma

## Questions and Answers

### **New Ballast Tamper** RFB Specification No. **TR24-0104F**

All interested parties had the opportunity to submit questions in writing by email to Sara Bird, Senior Buyer by date questions were due. The answers to the questions received are provided below and posted to the City's website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org). Navigate to [Current Contracting Opportunities / Supplies Solicitations](#), and then click *Questions and Answers* for this Specification. This information IS NOT considered an addendum. Respondents should consider this information when submitting their proposals.

- 1. Question: Could Tacoma Rail clarify whether we should provide our own delivery timeline, or if the expectation is to complete delivery within 240 calendar days?**

Answer: Delivery timeline will be extended to delivery by December 31, 2025.

- 2. Question: In reference to Section 11.1 - DELIVERY, which specifies the location at 2601 SR509 North Frontage Road, would like to inquire whether Tacoma Rail has specific Incoterm requirement for this delivery.**

Answer: Tacoma Rail requires FOB destination.

- 3. Question: Could you please clarify whether this opportunity includes any provisions for liquidated damages?**

Answer: Delivery deadline is covered under Section 11.

- 4. Question: Could you please clarify whether this opportunity includes a Buy America clause?**

Answer: No Buy America requirements.

- 5. Question: I noticed that the payment terms are not specified in the RFP document. Could you please advise if there are specific payment terms for this opportunity?**

Answer: Payment terms are net 30 or better. This will be verified during contract negotiations.

- 6. Question: Please provide any Insurance requirements required.**

Answer: Not applicable.

- 7. Question: Is a crane available to unload the equipment at the delivery site?**

Answer: No.

- 8. Question: Please remove the Washington State business license must be active at time of bid submittal**



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Answer: Not applicable. Please provide as much information as possible on the signature page.

**9. Question: Tamping unit has 4 vibrator motors, Is this acceptable?**

Answer: Complete ballast tamper unit must be submitted as an approved equivalent. Deviations from the specification must be called out in the submittal.

**10. Question: Hydrostatic 4-wheel drive with 2-speed gear box, one for travel and one for work. Is this acceptable?**

Answer: Complete ballast tamper unit must be submitted as an approved equivalent. Deviations from the specification must be called out in the submittal.

**11. Question: Is 50 sq/ft required? Cab is around 35 sq/ft and accommodates all required features. Is this acceptable?**

Answer: Complete ballast tamper unit must be submitted as an approved equivalent. Deviations from the specification must be called out in the submittal.

**12. Please elaborate on Folding Tongue w/ lt. raise?**

Answer: Complete ballast tamper unit must be submitted as an approved equivalent. Deviations from the specification must be called out in the submittal.

**13. Can an equivalent system to Mobile Asset Reporting System (MARS) acceptable?**

Answer: Complete ballast tamper unit must be submitted as an approved equivalent. Deviations from the specification must be called out in the submittal.

**14. Please elaborate on Second Lining Light and sensor?**

Answer: Complete ballast tamper unit must be submitted as an approved equivalent. Deviations from the specification must be called out in the submittal.

Below questions are specific to Terms & Conditions:

**15. Question: Would City incorporate the following into Section 12 of Specification No. TR24-0104F solicitation documents: "Notwithstanding anything to the contrary herein, this warranty is in lieu of all other warranties expressed or implied including any implied warranties of merchantability or fitness for a particular purpose, which are hereby disclaimed and of any other obligation or liability of Vendor. The remedy set forth above is City's exclusive remedy for a breach of the warranty."**

Answer: Rail will agree to insert.



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**16. Question: Would the City modify Section 1.28 Default/Breach of the Standard Terms and Conditions to incorporate a reasonable cure period?**

Answer: Already covered under 1.27B. (30-days cure period.)

**17. Question: Would City replace Section 1.5 Indemnification of the Standard Terms and Conditions with the following: “Vendor shall indemnify, defend, and hold City harmless for third-party loss, claims, cause of action, liability, and damages suffered by City as a result of claims for personal injury, death, damage to tangible property, or violation of any applicable law or regulation to the extent caused by Vendor’s negligence or willful misconduct.”**

Answer: No change, bid as specified.

**18. Question: Would City incorporate the following into the Specification No. TR24-0104F solicitation documents: “IN NO EVENT SHALL VENDOR’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER CAUSED BY A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWENTY (20) PERCENT OF THE TOTAL PRICE PAID BY CITY FOR THE PRODUCT(S) SOLD HEREUNDER PRIOR TO THE DATE OF SUCH CLAIM.”**

Answer: No change, bid as specified.

**19. Question: Would City incorporate the following into the Specification No. TR24-0104F solicitation documents: “IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO THE CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.”**

Answer: Rail will agree to insert.