



City of Tacoma, WA

TACOMA RAIL
REQUEST FOR PROPOSAL
BATTERY-ELECTRIC LOCOMOTIVE PROJECT
SPECIFICATION NO. TR24-0001F



**City of Tacoma
Tacoma Rail**

**REQUEST FOR PROPOSALS TR24-0001F
Battery Electric Locomotive Project**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 18, 2025

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

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

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

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

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

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

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

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

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

Project Scope: The City of Tacoma (City) / Tacoma Public Utilities (TPU), Rail Division d.b.a. Tacoma Rail, is soliciting proposals to establish one or more contracts with qualified vendors to provide the turnkey delivery of equipment, materials, and personnel necessary to construct two, fully functioning Federal Railroad Administration (FRA) compliant battery-electric locomotives and two reverse pantograph style charging stations for use in freight rail switching service.

Estimate: \$11,000,000

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Sara Bird by email to sbird@cityoftacoma.org.

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



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

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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 Proposal page.

The following items make up your submittal package:	
One electronic copy of your complete submittal package	
Signature Page (Appendix B)	
Price Proposal Form (Appendix B)	
Information in Section 10 (Content To Be Submitted)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	
Payment & Performance Bonds	

1. BACKGROUND

The City of Tacoma (City) / Tacoma Public Utilities (TPU), Rail Division d.b.a. Tacoma Rail, is soliciting proposals to establish one or more contracts with qualified vendors to provide the turnkey delivery of equipment, materials, and personnel necessary to construct two, fully functioning Federal Railroad Administration (FRA) compliant battery-electric locomotives and two reverse pantograph style charging stations for use in freight rail switching service.

Tacoma Rail is a full-service Class III short line railroad with interchange to both the BNSF and Union Pacific railroads. Tacoma Rail is owned by the City of Tacoma and conducts business under the oversight of the Tacoma Public Utility Board.

Tacoma Rail operates in the Tacoma Tideflats industrial area, in addition to South Tacoma, as a terminal and switching Carrier with rates set by tariff. Operational activities serve 38 commercial customers, including three international intermodal terminals at the Port of Tacoma and handled the equivalent of 255,000 railcars in 2023. Tacoma Rail's service territory is also situated within the ancestral homelands of the Puyallup Tribe of Indians.

Tacoma Rail is replacing two diesel-electric locomotives with two zero-emission battery-electric locomotives, which is the type of environmental leadership action needed to achieve the climate goals of the Pacific Northwest. This project not only reduces significant toxic diesel emissions and greenhouse gases (GHGs) by eliminating the consumption of up to 65,000 gallons of fuel per year, but it will also advance freight rail electrification technology in the region and potentially encourage other Class III freight rail operators to follow suit.

1.1 Grant Funding and Requirements

1.1.1. Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program, FY-2022 Award.

Requirements:

Contractor shall submit a Build America Buy America (BABA) certification to Tacoma Rail as an inclusion with their submittal to this Request for Proposal.

[FRA - Buy America requirements](#)

Equipment can be placed in revenue service only after a project specific Letter of Concurrence is obtained from the FRA Chief Safety Officer.

1.1.2. Washington State Department of Transportation (WSDOT) Legislative Grant Award from carbon emissions reduction account, FY-2023.

Funding source acknowledgement: The Zero-Emissions Locomotives and the associated Charging Stations Project is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov

Requirements:

- Excepting the Worker’s Compensation Insurance, the State [Washington], its officers, employees, and agents will be named on all insurance policies as an additional insured, with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage hereunder.
- Contractor’s insurer shall waive any and all rights of the subrogation against the AIs.

This project is budgeted at \$11 million dollars and the anticipated completion date is December 31, 2026.

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

This is a one-time purchase, and the City anticipates awarding one contract.

Submittals submitted and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

2. MINIMUM REQUIREMENTS

Tacoma Rail acknowledges that there are multiple U.S. manufacturers that are offering battery-electric locomotives; however, Tacoma Rail prefers to keep its locomotive fleet as standardized as possible. Subsequently, Tacoma Rail is requesting submittals for the purchase of two, 4 axle locomotives utilizing GP38/GP40 style frames. Submittals should note any deviations from the following minimum requirements:

Ability to meet the federal Buy America Build America (BABA) requirements. Proposer is required to submit a completed Buy America certificate in accordance with the suggested format below. If upon being awarded a contract, the successful awardee fails to demonstrate that it is in compliance with its certification, the awardee will be required to take the necessary steps in order to achieve compliance. If the awardee takes these necessary steps, it will not be allowed to change its original bid price or the price of its final offer. If the awardee does not take the necessary steps to achieve compliance and the contract has not yet been awarded, it will not be awarded the contract. If a contract has been awarded and the awardee does not take the necessary steps to achieve compliance, it may be considered in breach of the contract.

Certificate of Compliance with Buy America Requirements

The proposer hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. Section 22905(a)(1).

Date _____
 Signature _____
 Company _____
 Name _____
 Title _____

Where the proposer believes it may qualify, pursuant to Section 22905(a)(2), for a waiver from the Buy America requirements, it should submit, along with the required certificate, a written justification detailing the reasons it believes it meets the particular waiver exception(s). As part of its waiver justification, the proposer should include a statement detailing the percentage of U.S. content in each component or end product, as applicable.

Certificate of Non-Compliance with Buy America Requirements

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 22905(a)(1), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. Section 22905(a)(2).

Date _____
Signature _____
Company _____
Name _____
Title _____

Tacoma Rail requires that the battery-electric locomotives be built and delivered without the requirement of surrendered cores. It is Tacoma Rail's intent to purchase these locomotives outright.

Locomotives must meet all existing FRA safety requirements.

Contractors will be required to comply with all additional FRA safety and design requirements imposed for Battery-Electric Locomotives characterized as alternative fuel technology.

Provide zero-emissions locomotives that can provide the equivalent horsepower tractive effort to replace 2,000 hp diesel-electric locomotives used in freight railcar classification and switching service.

Batteries to be manufactured in United States and designed to handle the environmental, space and weight considerations for rail application, while maintaining performance, durability, reliability, maintainability, and safe operation of the locomotives.

Locomotive must be equipped with the most current battery compartment fire suppression system.

- Specify what media is used for fire suppression system.
- Describe how the battery compartment for the individual battery modules will be vented from explosive gases. i.e., vented up, vented on sides.

Locomotives must be compatible for use in the following ways:

- (1) perform yard switching with track curvatures of 30°
- (2) mainline freight hauling in all weather conditions.

Respondents must demonstrate they have obtained FRA approval for the locomotive(s) and charging equipment they are proposing, and both have been authorized for use in the general railroad system of the United States.

The State of Washington shall be listed as additionally insured on all insurance documents.

Ability to accept a down-payment prior to project start-up.

Provide a project approach to include a project-specific schedule and the quality assurance measures that will be used to maintain all grant requirements and all local, state, and federal regulations.

Provide training criteria and instructions to local emergency responders to assure they understand hazards before an emergency occurs.

In person, at Tacoma Rail, proper training to Tacoma Rail locomotive mechanics on the safety, maintenance and charging of the locomotives.

In person, at Tacoma Rail, proper training to Tacoma Rail locomotive mechanics and electricians on the safety, maintenance, and operation of the reverse pantograph charging stations at time of implementation.

Provide battery degradation assumptions of proposed batteries.

The estimated cost for shipping the locomotives to Tacoma Rail in Tacoma Washington, shall be included in the submitted pricing.

The estimated cost for shipping the locomotive charging stations and the shop charger/balancer to Tacoma Rail in Tacoma Washington, shall be included in the submitted pricing.

- Tacoma Rail has the ability to accept deliveries via truck or rail.

3. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a company based on qualifications and abilities of the company and key project individuals.

Locomotives and charging equipment shall meet all applicable state and federal laws, codes, regulations and safety standards for yard switching and mainline freight rail service. This includes, at a minimum, all of the following applicable requirements:

- A. Compliance with all applicable parts of USDOT, Code of Federal Regulations Title 49.
- B. Compliance with all applicable electrical codes required by local, state, and federal regulatory agencies.
- C. Compliance with all other applicable local, state, and federal regulations.

Charging stations shall be delivered a minimum of six (6) months prior to the delivery of the Battery Electric Locomotives to ensure sufficient time for the completion of civil work.

4. CONTRACT TERM

The term of this Contract shall begin on the Effective Date and shall terminate on December 31, 2026, unless mutually extended in writing by the Parties. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board approval.

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

Publish and issue RFP:	12/12/2024
Pre-Submittal Questions:	1/6/2025
Response to Questions:	1/13/2025
Submittal Due Date:	2/18/2025
Submittal Evaluated:	February 2025
Interviews/presentations, on or about week of:	February/March 2025
Award Recommendation:	March 2025
Public Utility Board Approval:	March/April 2025

6. INQUIRIES

6.1 Questions should be submitted to Sara Bird via email to Sbird@cityoftacoma.org. Subject line to read:

TR24-0001F – Battery-Electric Locomotive Project – *VENDOR NAME*

6.1 Questions are due by 3 pm on the date included in the *Calendar of Events* section.

6.2 Questions marked confidential will not be answered or included.

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

6.4 The answers are not typically considered an addendum.

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

6.6 Written answers to questions will be posted alongside the specifications at www.tacomapurchasing.org

7. PRE-PROPOSAL MEETING

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

8. DISCLAIMER

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

9. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. The relative weight of each scoring criteria is indicated in the table below.

Criteria	Max Points
Qualifications/Experience of Company	25
Examples of Projects	10
Reporting Capabilities	10
Client References	5
Method of Billing and Payment Milestones	10
Qualifications / Experience of Key Personnel	5
Sustainability	5
Equity In Contracting	5
Credit Card acceptance	0
Contract Exceptions	5
Price	20
Total	100

After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

- 9.1 The SAC may select one or more respondent to provide the services required.
- 9.2 The City reserves the right to visit facilities of selected Respondent(s) for the purpose of verifying progress toward achieving various milestones in the project schedule.
- 9.3 The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 9.4 A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

10. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.

Proposals should be formatted as 8 ½” x 11”. A “page” is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75” or greater. Submittals should be limited to a maximum of 30 pages, double-sided, or 60 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

A full and complete response to each of the “CONTENT TO BE SUBMITTED” items is expected in a single location; do not cross reference to another section in your submittal.

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and location(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure : Proprietary or Confidential Information.

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent’s/team’s abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a firm’s submittal or request additional information that might be required to properly evaluate the submittal. A firm’s failure to respond to such a request may result in rejection of the firm’s submittal. Firms are required to provide responses to any request for clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City’s retention of this right shall in no way diminish a Proposer’s responsibility to submit a submittal that is current, clear, complete, and accurate.

10.1 Qualifications/Experience of Company: 25 points

Describe the experience your company has had within the last five years building FRA compliant battery-electric locomotives for freight service in the United States; include prior FRA letter of concurrence for equipment that was placed into service.

10.2 Examples of Projects: 10 points

Describe three projects similar in scope and complexity to this project’s scope of work. Include any that met Buy America/Build America reporting requirements.

10.3 Reporting Capabilities: 10 points

Describe the reporting capabilities your company will use to provide Tacoma Rail with a Project Management Plan that includes a draft project schedule with a timeline for key milestones as well as the milestone payment schedule. Describe your reporting frequency to submit progress reports on the performance metrics and the management of action items to Tacoma Rail.

10.4 Client References: 5 points

Provide three client references able to verify your company’s overall expertise for this type of project. The references must have worked with the company within the last two years. Provide complete information such as name of company, contact person, address, phone number, and email address. Please also include the make and model of locomotive you provided the client.

10.5 Method of Billing and Payment Milestones: 10 points

Provide the method of billing your company will use for this project. Include down payment requirements, what materials or work the down payment will cover, desired progress/milestone payment schedule, and your company’s preferred payment method.

10.6 Qualifications / Experience of Key Personnel: 5 points

Provide a statement of qualifications for key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the agreement. Include a brief bio or resume outlining the experience of the key personnel that will be involved.

10.7 Sustainability: 5 points

Provide information on your company’s commitment to the environment. Include your sustainability statement and current practices. For more information, see our [Respondents Guide](#).

A. Does the Respondent have an organizational sustainability plan and/or policy?

Yes No

Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:

- Greenhouse gas emission reduction targets? Yes No
- Energy and water conservation targets? Yes No
- Waste reduction targets? Yes No
- Toxics use reduction targets? Yes No
- Pollution reduction targets? Yes No
- Measure progress regularly and publicly? Yes No

C. How will the Respondent, through service delivery and/or their own operations during the contract period:

- Minimize greenhouse gas emissions?
- Minimize polluted stormwater runoff in Tacoma?
- Minimize waste generation?
- Minimize toxic use and/or generation?
- Minimize air pollution in Tacoma?
- Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

10.8 Equity in Contracting: 5 points

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category.

- Combination Business Enterprise (CBE)
- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Minority/Women Business Enterprise (MWBE)
- Small Business Enterprise (SBE)
- Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- Women Business Enterprise (WBE)

10.9 Credit Card Acceptance: 0 points

Provide a statement regarding your ability to meet the City’s credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). See the Standard Terms and Conditions for more information. This information is not a consideration in the evaluation process.

10.10 Contract Exceptions: 5 points

Do you take exceptions to any of the City of Tacoma's Standard Terms and Conditions? (yes or no). If yes, please list or highlight your exceptions and provide language you would like the City of Tacoma to consider. Points will be awarded for “NO EXCEPTIONS” and for answers of “YES TO EXCEPTIONS”, points will be awarded on the submission of proposed language.

10.11 Pricing: 20 points

- A. Submitted price shall be the total cost to be paid by Tacoma Rail.
- B. Pricing under any Contract resulting from this RFP shall be firm for the contract period.

- C. The City may award to other than the highest ranked Respondent if the price offered by the Respondent is more than the budget available for this project.
- D. Submitted prices shall include costs of proposal preparation, servicing of the account, all contractual requirements during Contract period such as transportation, permits, labor, insurance costs, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship and be subject to these Specifications in full.
- E. Pricing shall be broken out per line as listed on the Price Proposal Sheet.

11. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days notice.

If interviews are conducted, the SAC will schedule the interviews with the contact person provided in the SOQs. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescored using the same criteria as in Section 12 below.

12. RESPONSIVENESS

Respondents agree their submittal is valid until a contract(s) has been executed.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP 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 final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

13. ACCEPTANCE / REJECTION OF SUBMITTALS

Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a Submittal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award.

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

14. CONTRACT OBLIGATION

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

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein. The Submittal contents of the successful Respondent may become contractual obligations if a contract ensues.

15. STANDARD TERMS AND CONDITIONS

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

16. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. Please see Appendix C. Successful proposer will also provide the insurance requirement stated in section 2. Minimum Qualifications, that The State of Washington will be named additionally insured.

17. PAYMENT AND PERFORMANCE BOND

A payment and performance bond, including power of attorney, for this project is required in the amount of 25 percent of the Contract total.

1. The City's payment and performance bond forms must be used.
2. The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.
3. The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.
4. For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

Said payment and performance bonds shall be for the purpose of ensuring the Contractor's full and faithful performance of its obligations under this Contract and payment of all labor, material suppliers, labor benefits, and related taxes.

Extensions may be considered upon mutual agreement of both parties. In the event that the Contract is extended, the Contractor will be required to execute a Contract amendment and shall furnish a payment and performance bond securing 25 percent of the value assigned to each year extended.

18. PARTNERSHIPS

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

19. COMMITMENT OF FIRM KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

20. AWARD

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

21. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), 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:

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

22. 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 RFP 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.

23. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at www.tacomapurchasing.org. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

24. LEAP REQUIREMENT

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

26. EQUITY IN CONTRACTING

This project has no EIC requirements, however, 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 **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

27. TESTING AND STANDARDS

All work shall be in accordance with American Association of Railroad (AAR) and Federal Railroad Administration (FRA) Standards unless otherwise specified.

Warranties on all equipment shall be specified in the Contractor's proposal. Certified hazmat transportation and proper disposal of any batteries that fail or need to be replaced prior to their warranty end date, shall be the responsibility of the awarded vendor.

Materials that are needed to achieve the projects objectives shall conform to AAR and FRA Standards. Contractor shall provide all tools, equipment, labor, and materials needed to complete this project. Additionally, bids should anticipate all costs associated with travel and equipment transportation necessary to complete this project.

The Contractor shall coordinate all work with Tacoma Rail.

The successful proposer shall provide qualified personnel to conduct safety and operational tests, ensuring the locomotive functions as intended and successfully charges on the pantograph style charging system at Tacoma Rail.

The successful proposer shall provide qualified personnel to conduct measured and documented tests at commissioning, ensuring the charging systems function as intended and successfully charge the locomotives following the final installation of the chargers.

28. START OF WARRANTY

- 28.1 All warranty periods mentioned in this Specification shall commence from the date the locomotive is "placed in service" unless otherwise stated.
- 28.2 This shall be after completion of training and successful passage of acceptance tests with the City.
- 28.3 The Contractor shall be responsible for ensuring that all manufacturers' warranty paperwork is correctly completed and submitted to the manufacturers. The Contractor shall provide Tacoma Rail with all supporting documents and documentation of the manufacturers' registrations.

APPENDIX A

Technical Specifications

TECHNICAL SPECIFICATIONS

LOCOMOTIVES

Locomotives will be delivered with the most current battery technology and operating systems being offered by the selected respondent at time of delivery.

Respondent will provide Tacoma Rail with a Maintenance Instruction book, an Operators manual, and a parts book in both digital and hard copy upon delivery.

Respondent will provide Tacoma Rail with full electrical and pneumatic schematics, as well as detailed drawings in both digital and hard copy upon delivery.

DESIRED FEATURES

All of Tacoma Rail's current fleet is equipped with DC traction motors. To turn the wheels, we use a DC welder to power the traction motors. Please list your capabilities to program the locomotives for use of the locomotive batteries or to install an inverter to allow our current wheel cutting equipment to work with AC traction motors.

REQUIRED FEATURES

Locomotives shall incorporate new locomotive technology including microprocessor-controlled locomotive ancillary systems.

Locomotives shall have double shoe brake configuration using low friction brake shoes.

Tacoma Rail requires the seats be upgraded to a standard, mid-back seat for engineer and conductor.

Auxiliary side wall strip heaters are a requirement.

Spare knuckle holders are required on the end sheets.

Mounting brackets, antennas and power feeds are required for End of Train devices.

Locomotives shall be equipped with main radio antenna, cables, and mounting brackets for Ritron radios for communication capabilities.

Materials used in the construction of the Locomotive(s) shall comply with the requirements of 49 CFR Part 238.103 regarding fire safety.

Locomotives must meet all applicable FRA regulations, and the Respondent must be prepared to work with the City and the FRA to meet any requirements necessary to obtain a letter of concurrence from the FRA for deployment of the battery-electric/alternate fuel locomotives.

Each Locomotive shall include suitable handrails, stanchions, handholds, steps, and supports to facilitate personnel ingress and egress and to facilitate equipment access and servicing from both ground level and platforms and meeting the requirements of 49 CFR 231.

Wheels, axles, and roller bearing journals shall be prepared and assembled in accordance with the AAR Manual of Standards and Recommended Practices.

All glazing shall comply with the requirements of 49 CFR Part 223.

Minimum 2000 hp equivalent Traction capable of achieving and maintaining a speed of 40 MPH in mainline service.

Locomotives proposed must meet or exceed the following minimum specifications:

1. EMD GP38 type Model Locomotives
2. Equipped with new, fat 40 wheels, reconditioned axles, new bearings, and gears (with correct ratio for yard service) Wheels must be free of FRA/AAR defects, flat spots, or any irregularities.
3. Ditch lights/crossing lights, in compliance with applicable FRA regulations (CFR 49 Parts 229.125 and 229.133).
4. Locomotive step lights, cab lights and number board lights to be L.E.D.
5. Cab windows and doors must be free of air and water leaks at maximum speed and be equipped with D575 slide bolt door locks.
6. Traction motor leads and connections properly fastened and protected from water/snow penetration and subsequent failure.
7. CCBII Brake System:
 - a. Ensure that all necessary software and documentation for the CCBII braking system are provided, including any required calibration and configuration data.
8. 26L Control stand
9. 27 pin M/U train line compatible
10. 140 PSI, electronically driven screw type air compressor with MU capability and main reservoir and brake pipe train lines with air filters, oil filter, and oil level sight glass gauge.

11. Locomotives shall be equipped with an FRA compliant Wabtec TTX-REC-M6FRA event recorder.
 - a. Ensure that all necessary software and documentation for the Wabtec TTX-REC-M6FRA event recorder are provided, including any required calibration and configuration data.
12. Electronic bell
13. New toilet positioned with front access to valve and conductor side dump outlet.
14. New couplers (2 each per locomotive, Type E, Non-self-aligning for use at Tacoma Rail and to be shipped to Tacoma Rail separately) AND the 2 each per locomotive, Type E, New, self-aligning couplers that will be required for shipment, will need to be included in submittal price.
15. New draft gears that can accept Type E non-self-aligning AND type E self-aligning couplers without modification.
16. Recent Certificate of Compliance for horn test
17. New batteries
18. Air conditioning
19. New AC cabinet (new contactors and fuses)
20. New high voltage cabinet
21. Microprocessor control system (display language English)
22. Refurbished or new cab
23. Correct AC traction motors, oil filled with speed sensor
24. GP style standard 2-axle trucks reconditioned/remanufactured.
25. Battery compartment HVAC system
26. Locomotives shall be equipped with a functioning alerter system in compliance with 49 CFR 229.140.
 - a. There are no requirements for a conductor's work station.
 - b. There are no requirements for a refrigerator or ice box.

LOCOMOTIVE COLOR SCHEME

Tacoma Rail will require proposed locomotives to be painted with a three-color paint scheme and a basic graphics arrangement chosen by Tacoma Rail. Finished locomotives shall be clear coated. Provide paint and clear coat specifications.

No.	Equipment Requirements – Minimum Specifications	✓ Complies	Explain non-compliance or deviation if less than minimum specification
1.	Minimum 2000 hp Traction capable of achieving and maintaining a speed of 50 MPH in mainline service		
2.	EMD GP38 type Model Locomotives		
3.	Equipped with new, fat 40 wheels, reconditioned axles, new bearings, and gears (with correct ratio for yard service) Wheels must be free of FRA/AAR defects, flat spots, or any irregularities.		
4.	Ditch lights/crossing lights, in compliance with applicable FRA regulations (CFR 49 Parts 229.125 and 229.133)		
5.	Locomotive step lights, cab lights and number board lights to be L.E.D.		
6.	Retention tank capable of catching all fluid, or water leaked or discharged from locomotives. Tank drain apparatus must be operational. Vendor will be required to certify that the tank is free of residue accumulations		
7.	Cab windows and doors must be free of air and water leaks at maximum speed and be equipped with D575 slide bolt door locks.		
8.	Traction motor leads and connections properly fastened and protected from water/snow penetration and subsequent failure		
9.	Battery compartment HVAC system		
10.	CCBII Brake System		
11.	26L Control Stand		

No.	Equipment Requirements – Minimum Specifications	✓ Complies	Explain non-compliance or deviation if less than minimum specification
12.	27 pin M/U train line compatible		
13.	140 PSI, electronically driven screw type compressor with MU capability and main reservoir and brake pipe train lines with air filters, oil filter, and oil level sight glass gauge. (NEW)		
14.	Locomotives shall be equipped with an FRA compliant Wabtec TTX-REC-M6FRA event recorder		
15.	Electronic bell		
16.	New toilet positioned with front access to valve and conductors side dump outlet.		
17.	New, Couplers (Type E, Non-self-aligning) AND (New Type E, self-aligning couplers that will be required for shipping)		
18.	New draft gears that can accept Type E non-self-aligning AND self-aligning couplers without modification.		
19.	74 VDC low voltage auxiliary control systems		
20.	Recent Certificate of Compliance for horn test		
21.	Upgradable microprocessor control system to allow for future PTC equipment		
22.	New Batteries		
23.	Air Conditioning		
24.	New AC Cabinet (new contactors and fuses)		

No.	Equipment Requirements – Minimum Specifications	✓ Complies	Explain non-compliance or deviation if less than minimum specification
25.	New High Voltage Cabinet		
26.	Microprocessor control system (Display language English)		
27.	Refurbished or new Cab		
28.	Correct AC Traction Motors, oil filled with speed sensor, NEW or REBUILT? (please specify)		
29.	GP style standard 2 axle trucks reconditioned/remanufactured		
30.	AC traction motor blowers		
31.	Hyatt or Timken journal box bearings (please specify)		
32.	<p>Locomotives proposed must be free of, oil, water, and hydraulic leaks.</p> <p>The next required 184-day FRA inspections must not be due within 92 days after final delivery.</p> <p>Air valve replacement must not be due within five years after final delivery.</p>		
33.	Body of locomotives proposed must be free of external damage, dents, and rust		
34.	Locomotives shall have double shoe brake configuration using low friction brake shoes.		
35.	Seats upgraded to a standard, mid-back seat for engineer and conductor.		
36.	Auxiliary side wall strip heaters.		
37.	Spare knuckle holders are required on the end sheets.		

No.	Equipment Requirements – Minimum Specifications	✓ Complies	Explain non-compliance or deviation if less than minimum specification
38.	Mounting brackets, antennas and power feeds are required for End of Train devices.		
39.	Locomotives shall be equipped with main radio antenna, cables, and mounting brackets for Ritron radios for communication capabilities.		
40.	Full length mirrors bolt mounted on both sides of cab.		
41.	Materials used in the construction of the Locomotives shall comply with the requirements of 49 CFR Part 238.103 regarding fire safety.		
42.	Electronic Handbrake		
43.	Locomotives shall include suitable handrails, stanchions, handholds, steps, and supports to facilitate personnel ingress and egress and to facilitate equipment access and servicing from both ground level and platforms and meeting the requirements of 49 CFR 231.		
44.	Wheels, axles, and roller bearing journals shall be prepared and assembled in accordance with the AAR Manual of Standards and Recommended Practices.		
45.	All glazing shall comply with the requirements of 49 CFR Part 223.		
46.	Locomotives shall be painted with a three-color scheme and basic graphics arrangement chosen by Tacoma Rail. Finished locomotives shall be clear coated.		
47.	Locomotives shall be equipped with a functioning alerter in compliance with 49 CFR 229.140.		

TECHNICAL SPECIFICATIONS

CHARGERS

CHARGERS

List the general features of all chargers proposed along with the electrical protection and safety appliances of each.

State if the proposed reverse pantograph style charging stations and the battery/balancer shop charger will be interoperable with other BEL manufactured locomotives.

Locomotive Charging Stations

The two reverse pantograph style locomotive charging stations shall meet the same requirements of the grants listed in **1. A. Grant Funding and Requirements.**

Provide technical specifications, relevant drawings, and maintenance plans for the proposed charging stations.

The proposer shall include Dispenser-level, revenue-grade 15-minute interval energy consumption in kilowatts (kW) and kilo-watt hours (kWh) to measure net energy delivered to a Battery Electric Locomotive.

Main Electric-level revenue-grade 15-minute interval energy consumption in kilowatts (kW) and kilo-watt hours (kWh) to measure total net energy consumed by the Battery Electric Locomotive charging system as a whole.

Chargers will include emergency stops on them.

No	Equipment Requirements – Minimum Specification	✓ Complies	Explain non-compliance or deviation if less than minimum specification
1.	Locomotive charging station 750kw		

Additional Shop Charger

Include technical specifications, relevant drawings, and maintenance plans for a battery balancer/shop charger.

APPENDIX B

Signature Page

Price Proposal Form

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 Proposals 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 PROPOSALS SPECIFICATION NO. TR24-0001F
Battery Electric Locomotive Project**

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

Authorized Signatory 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.

CITY OF TACOMA
*** Proposal Form ***
Request for Proposals TR24-0001F

Respondent Name _____

For different models of locomotives offered, copy the Proposal Form pages and include with your submittal package.

All prices are to be in U.S. dollars and include all associated fees. The City will not pay any additional fees, tariffs, add-ons or surcharges.

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in proposal cost).

Indicate locomotive model:

Item	Description	Quantity	Unit	Price
1.	Equipment, materials, and personnel to construct two, fully functioning FRA compliant battery-electric locomotives.	1	Lump Sum	_____
2	Equipment, materials, and personnel to construct two, fully functioning reverse pantograph style charging stations.	1	Lump Sum	_____
3.	Estimated cost for shipping two battery-electric locomotives to Tacoma Rail at 2601 SR 509, North Frontage Road, Tacoma, WA 98421	1	Lump Sum	_____
4.	Estimated cost for shipping two functioning reverse pantograph style charging stations to Tacoma Rail at 2601 SR 509, North Frontage Road, Tacoma, WA 98421	1	Lump Sum	_____
5.	Net price	1	Lump Sum	_____

Prompt Payment Discount _____% _____ days, net 30.

Payment discount periods of 20 calendar days or more will be considered in determining lowest responsive bid.

Does your firm accept payment by EFT/ACH? __Y __N

(Electronic Funds Transfer (EFT) by Automated Clearing House (ACH))

Does your firm accept payment by Visa credit card? __Y __N

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

APPENDIX C

Sample Contract

City of Tacoma Insurance Requirements

Payment Bond

Performance Bond

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and [supplier name as it appears in Ariba, including dbas or trade names] (“Contractor”).

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

 1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
 2. Contractor’s submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

**APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i> : \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

Click here for the [Insurance Questionnaire Popup Quick Reference](#)

[Start Questionnaire](#)

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

City of Tacoma Department must be shown on the Certificate of Insurance.

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Sexual Misconduct or Abuse & Molestation Liability Insurance

Contractor shall maintain Sexual Misconduct policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

3.3 Marine General Liability Insurance

Contractor shall maintain Marine General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Products and Completed Operations shall be maintained for a period of three years following completion of work.

Marine General Liability Insurance policy cannot exclude non-owned watercraft and shall be endorsed to include:

3.3.1 A per project aggregate policy limit

3.3.2 Personal/Advertising Injury

3.3.3 Contractual Liability-Railroad using ISO form endorsement CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way

3.4 Protection and Indemnity Insurance

Contractor shall maintain Protection and Indemnity Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This insurance must cover all claims with respect to injuries or damages to persons or property, arising out of the use, operation or ownership of boats, ships, or vessels.

3.5 Charterers Legal Liability



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor shall maintain Charterers Legal Liability with limits not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate to cover damage to City of Tacoma owned boats while in the care, custody or control of Contractor as well as cover claims for bodily injury or property damage caused to third parties.

3.6 Aircraft General Liability Insurance

Contractor shall maintain Aircraft Liability Insurance, with annual limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for manned aircraft, and not less than One Million Dollars (\$1,000,000) per occurrence for unmanned aircraft protecting against claims for damages in all cases where any aircraft is used on the project that is owned, leased, or chartered by any Contractor or Subcontractor of every tier.

If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable but must be provided before use of the aircraft. The City of Tacoma shall be additional insured with respect to liability arising out of the project for any acts, errors, or omissions of any Contractor or Subcontractor of every tier, whether occurring on or off the site. For the operation of unmanned aircraft, the CG 24 50 ISO endorsement to the ISO Commercial General Liability policy or equivalent may be used.

3.7 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.8 Workers' Compensation

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

3.8.1 Longshore and Harbor Workers' Compensation Act

Contractor shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor). Contractor shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability arising from failure to maintain such coverage.

3.8.2 Jones Act

Contractor shall maintain insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members in compliance with the statutory requirements of the Jones Act (46 U.S.C Section 688). Contractor shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability arising from failure to maintain such coverage.

3.9 Employers' Liability Insurance

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.10 Professional Liability Insurance or Errors and Omissions

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

3.11 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) Five Million Dollars (\$5,000,000) Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.12 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.13 Employee Theft Insurance

Contractor shall maintain Employee Theft or Employee Dishonesty Insurance policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall include the City of Tacoma as Loss Payee.

3.14 Cyber/Privacy and Security Insurance

Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required by law or Contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

3.15 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.16 Garage Keepers Legal Liability Insurance



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor shall provide Garage Keepers Legal Liability Insurance, including physical damage coverage (section III, ISO policy form CA 00 05 03 10 or a more recent form) for all vehicles and/or equipment owned by City of Tacoma while in the care, custody, or control of Contractor. A minimum policy limit shall be the maximum value including special equipment of City of Tacoma owned vehicles in the care, custody, or control of Contractor at any one time. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.17 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.18 Builder's Risk Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder's Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder's Risk Insurance policy shall:

- 3.18.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor
- 3.18.2 Be on an ISO Special Form Causes of Loss or the equivalent and also include coverage for Collapse, Earthquake and Flood. The deductible for Earthquake and Flood may be higher than the \$5,000 deductible required in 3.18.1
- 3.18.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site
- 3.18.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma
- 3.18.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance
- 3.18.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided
- 3.18.7 Include coverage for the testing and startup of the building's operating systems
- 3.18.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion
- 3.18.9 Include resultant damage coverage for loss due to faulty workmanship and defective material
- 3.18.10 Include coverage for startup and testing
- 3.18.11 Include coverage for resultant damage coverage for loss due to faulty workmanship and defective material

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder's Risk Insurance or other property insurance applicable to the



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

work. The policies shall provide such waivers by endorsement or otherwise.

3.19 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways.

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

3.20 Owners and Contractors Protective Liability Insurance

Contractor shall maintain during the performance of all work pursuant to the Contract, an ISO form Owners and Contractors Protective Liability policy, on which City of Tacoma shall be a named insured. Said policy shall provide coverage for bodily injury and property damage arising from the work to be performed under the Contract, and shall have policy limits of no less than Ten Million Dollars (\$10,000,000) combined single limit of liability with a dedicated aggregate limit of no less than Ten Million Dollars (\$10,000,000).

3.21 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

3.22 Ship Repairer's Legal Liability Insurance

Contractor shall maintain Ship Repairer's Legal Liability Insurance with policy limits reflecting the maximum value of all vessels owned by City of Tacoma that are in the care, custody, or control of Contractor.

3.23 Media Liability Insurance

Contractor shall maintain Media Liability coverage with limits not less than One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) aggregate. Coverage shall include but not be limited to defamation, disparagement, libel, slander, invasion of privacy, infringement of title, slogan, trademark, trade name, trade dress, service mark or service name, infringement of copyright and plagiarism.

3.24 Other Insurance

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

3.25 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier name] _____
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
[\$dollar value], plus any applicable taxes _____, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waivers notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

Resolution No. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier Name] _____
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of
\$[dollar value], plus any applicable tax, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. [Enter Spec # Here] _____
Specification Title: [Enter Spec Title Here] _____
Contract No. [Enter Contract # Here] _____

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: [Supplier name] _____

By: _____

Surety: _____

By: _____

Agent's Name: _____

Agent's Address: _____