



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL NO. 20-001

**EQUIPMENT PROCUREMENT AND DELIVERY FOR MARINE
ENGINE REPOWER PROJECT FOR THE
METROPOLITAN WASHINGTON REGION**

Electronic submissions are required to be submitted for
this RFP To COG's solicitation "lockbox"

Proposals shall be uploaded no later than 2:00 p.m. EDT,
Tuesday, August 13, 2019

NOTE: See lockbox submission instructions in Section XV

Questions on RFP should be directed to:

purchasing@mwkog.org

and

cc: gcrichlow@mwkog.org

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Equipment Procurement and Delivery for Marine Engine Repower Project for the
Metropolitan Washington region

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Released July 18, 2019

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INTRODUCTION

The Metropolitan Washington Council of Governments (“COG”) is the regional organization of 24 of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management plans, environmental monitoring, tracking economic development and population growth and their implications on the region, coordinating public safety programs, and promoting adequate childcare and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG can be found at www.mwcog.org.

I. BACKGROUND

COG has received a grant from the U.S. Environmental Protection Agency (Assistance Notice # DE-963641-01-0) (“Grant”) to reduce emissions from non-road diesel engines operating in marine vessels, which operate in the Washington, DC region. All terms and conditions of the Grant apply to the ensuing contract between COG and the selected Proposer(s). COG is partnering with a Vessel Owner/Operator to complete this repower project (“Project”). Emission reductions will be achieved through the application of Engine Repowers. A total of four (4) engines in one (1) marine passenger vessel will be repowered during the period of performance.

COG intends to issue two (2) Requests for Proposals to complete this project - one (1) to procure and deliver the necessary equipment, and one (1) to handle installation of the equipment at a shipyard to complete the repower project. The intended result is for one (1) contract to be awarded to an engine/equipment supplier (“Equipment Proposer”) and one (1) contract to be awarded to a shipyard (“Installation Contractor”) to handle the installation of that equipment. It is critical to COG and to the Vessel Owner that the parts and services provided to Vessel Owner and the Installation Contractor to complete the Project meet all required tests. Time is of the essence be of the essence.

This Request for Proposals (RFP 20-001) is solely for the procurement and delivery of the necessary equipment for the repower project. Once a vendor is selected for this RFP, a second RFP will be issued that will include the specifications of the selected equipment, as well as, the requirements for the installation and completion of the repower project.

II. SCOPE OF REQUIRED SERVICES AND TASKS

A. Parts and Services

1. Proposer will fulfill the parts and related service requirements to support a marine diesel engine repower job to be handled by the Installation Contractor, including all requirements in **Section VII Specifications**. Parts to be provided by the Proposer shall include engines, machinery, components, and other equipment needed to complete the Project, as specified in Section VII, such as propulsion and auxiliary engines, transmissions/gearboxes, cooling systems, mufflers, shaft couplings and related hardware, control stations and controls (“Equipment”).
2. Proposer will provide an EPA Certificate of Conformity for each engine to substantiate performance. Certified engine configurations must be used for this Project. New engines must meet or exceed EPA Marine Tier 3 or above certification levels.
3. The specific marine vessel to be repowered is the passenger vessel M/V Spirit of Washington.

B. Requirements

1. The Vessel Owner will be responsible for transporting the vessel to and from the Installation Contractor’s site location. Proposer shall be responsible for delivery of the Equipment to the Installation Contractor’s site location. The Installation Contractor’s site location will be within approximately 200 miles of Washington, DC.
2. All engine/equipment and service costs specified herein required to complete the Project and return the vessel to commercial service should be included in the response to this RFP.
3. Only those costs for parts and services that are deemed necessary to supply the engine and equipment requirements of the Project shall be reimbursed.
4. COG shall not be liable/responsible for any other parts provided or work performed without prior approval by the COG Project Manager. The Installation Contractor will be required to provide all incidental hardware required for installation.
5. New machinery must fit into the specified vessel without major engine foundation or structural modifications. Installation Contractor or Vessel Owner will handle all vessel modifications required to complete the Project.
6. The proposed engine model must demonstrate in-use service in a U.S. commercial marine application. Documentation of commercial marine sales shall be provided by Proposers. Include a table of date, customer, and engine model/hp. The table does not need to be exhaustive of every engine sold but should demonstrate sufficient experience in supplying engines to the commercial marine market over a several year period.

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Engine manufacturer shall also provide a brief discussion of plans for this engine model related to manufacturer production, service and ongoing parts availability.

7. New compatible transmission and electronic throttle controls required to complete the repower shall be specified and included in the response to this RFP. Installation Contractor or Vessel Owner will handle all vessel modifications required to complete the Project.
8. All Equipment provided, and work performed shall comply with all requirements stated in this solicitation and any applicable federal, State and local government safety and environmental regulations. All work and components must meet U.S. Coast Guard (“USCG”) requirements and adhere to good marine practices.
9. The vessel to be repowered, *Spirit of Washington*, is a U.S. Coast Guard inspected vessel and is regulated as a small passenger vessel under the Code of Federal Regulations (CFR) to meet Subchapter K requirements (46 CFR Parts 114-122).
10. All Equipment provided and all work performed on the vessel by Proposer shall meet all applicable USCG requirements as dictated in 46 CFR for Subchapter K small passenger vessels.
11. Proposer shall cooperate with COG and the Vessel Owner’s naval architect to ensure that the necessary information is provided in a timely fashion to develop and submit plans to USCG as required.
12. Proposer shall cooperate with COG, the Vessel Owner, and the selected Installation Contractor to provide technical support, documentation, specifications, and be present for all machinery start up and sea trials. Proposer shall provide oversight of Equipment installation and have appropriate representatives present for required testing and trials.
13. Proposer shall warrant the Equipment and services provided to be of the highest quality; complying with specifications and free from all defects whatsoever in workmanship and materials. Any replacements and/or adjustments made necessary because of such defects will be made promptly by Proposer without cost to COG or Vessel Owner, and to the satisfaction of COG and the Vessel Owner.
14. Proposer shall notify Vessel Owner and COG of any condition or concern that may affect the cost or completion schedule of the Project as soon as Proposer is aware of such condition or concern. Time is of the essence.
15. It is the sole responsibility of Proposer and its employees to safeguard their own material, tools and equipment. Neither COG nor the Vessel Owner assume any responsibility for vandalism, loss or theft of material, tools and equipment.
16. Proposals shall include all warranty information for equipment. A copy of the warranty shall be included with the submission. Effective date of warranty shall be the day the vessel is placed back in service and the work performed has been accepted by the

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Vessel Owner and received approval of all USCG inspections required by this Project. Proposer shall describe how the warranty claims and work shall be handled. Any options for extended warranties shall be detailed in the Proposer's proposal.

17. Proposer shall provide COG with information on the post-retrofit repower, in the form of the EPA Certificate of Conformity.
18. Proposer shall provide required equipment and complete all services by the date specified in **Section IV**.
19. Proposer must provide COG with information on the post-retrofit NOx and Particulate Matter (PM2.5) emission rate levels, in terms of g/bhp-hr.
20. Proposer must retain and maintain copies of all documents and records relating to work performed under this Contract for at least (3) three years after the date of termination or expiration of the Contract. The records must be made available to the COG Project Manager (and the Vessel Owner/Operator) at the termination of the Contract and otherwise made available for review as required during the pendency of the Contract.

III. DEFINITIONS USED IN THIS DOCUMENT

COG	The Metropolitan Washington Council of Governments
Proposer	The term used throughout this document to describe the individuals or organizations awarded the prime contract based on this solicitation.
Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments, or his designee.
DBE	Disadvantaged Business Enterprise as defined in 49CFR§26
EPA	U.S. Environmental Protection Agency
Equipment	All engines, machinery, components, and other equipment needed to complete the Project, as specified in Section VII, such as propulsion and auxiliary engines, transmissions/gearboxes, cooling systems, mufflers, shaft couplings and related hardware, control stations and controls.
Other SubProposer	Any additional subProposer hired by either the Proposer
Equipment/Vessel Owner/Operator	Spirit Cruises, LLC

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Installation Contractor/Shipyard	The Proposer awarded the Installation Contract resulting from RFP 19-003.
Proposer(s)	Those responding to this RFP.
Technical Selection Committee	The Committee established to review the proposals received under this solicitation and recommend selection of Proposers to the COG Contracting Officer.
USCG	United States Coast Guard

IV. TYPE OF CONTRACT, TASK ORDERS, PAYMENTS, AND PERIOD OF PERFORMANCE

- A. COG intends to award a fixed price contract for procurement and delivery to Installation Contractor’s site location of all Equipment, to include propulsion machinery (including but not limited to engines, transmissions/gearboxes, controls, Fernstrum grid coolers or equivalent, Exhaust Mufflers, shaft couplings & related hardware, mountings, etc.), and auxiliary electrical generator sets, as further outlined in **Section VII**.
- B. The Contract will have a not-to-exceed amount equal to the selected Proposer's best and final cost estimate to supply the Equipment and complete the work. The Vessel Owner has performed eight (8) marine vessel repowers of similar vessels over the last eight (8) years and expects Equipment pricing to be competitive with prior experience.
- C. The Contract will include the Standard Terms and Conditions listed in Attachment A.
- D. The period of performance of the Contract will be from date of signed Contract through **March 10, 2020**. Penalties for not meeting the schedule are outlined in **Section VII.B.12**.
- E. The COG Contracting Officer shall provide written authorization for the procurement of the Equipment and specific work (“Purchase Orders”) following agreement with Vessel Owner/Operator and Proposer on the engine/equipment specifications.
- F. Total costs may not exceed the Contract or Purchase Order price without the approval of the Vessel Owner and prior written authorization of the COG Project Manager and an amendment to the Contract signed by COG’s Executive Director.
- G. All invoices must clearly identify the Equipment provided and be accompanied by the Purchase Order authorization.
- H. Inspections and acceptance of completed work will be governed by the requirements of the provisions in **Section VII Specifications**.
- I. Payments for the Equipment will be as follows: 20% upon issuance of the Purchase Order, 60% upon delivery and acceptance of Equipment at the Installation Contractor location, and the remaining 20% upon Owner acceptance after sea trials and receipt of written acceptance and approval of satisfactory and completed work by COG and the Vessel Owner/Operator.

V. OTHER CONDITIONS

- A. Federal, State, Local or foreign taxes are not allowable.
- B. Legal fees of any type are not allowable without prior written approval of COG.
- C. In the event the Project is terminated by COG prior to delivery of Equipment, Proposer shall return all funds paid by COG. In the event the Project is terminated by COG prior to installation of Equipment in the Vessel, Proposer shall accept returns of all Equipment and return all funds paid by COG.
- D. Any Equipment or services to be subcontracted shall be clearly identified and such "SubProposer" shall be approved by COG prior to contract issuance.
- E. Should funding from COG's funding sources be delayed for any reason, COG shall make a concomitant delay in funding to Proposer.
- F. In any resultant Contract the order of precedence shall be as follows:
 - 1. The Contract Document
 - 2. COG's General Terms and Conditions (Attachment A)
 - 3. Equipment Specifications
 - 4. The RFP
 - 5. Proposer's Proposal

VI. PROPOSAL STRUCTURE

Proposers must follow the prescribed format, or they shall be deemed nonresponsive. Adherence to the proposal format by all Proposers will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG and the Vessel Owner/Operator. The letter transmitting the proposal must be signed by an officer authorized to bind Proposer as required by this RFP. Four (4) separate chapters shall be prepared as described in the following section:

A. Chapter 1: Qualifications of the Firm and Personnel

- 1. Describe: 1) the firm's experience with supplying marine vessel diesel engines with replacement genset technology and/or diesel engines comparable to the existing engines; 2) experience in training and ability to provide on-going product support; and 3) the ability to provide the specified equipment to complete the repowering work.
- 2. Proposer must describe fully its company's supplies, personnel and capabilities to supply the required Equipment and complete the work.

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3. Proposers must describe fully any proposed entities that will be involved in supplying the Equipment, including manufacturers and authorized vendors, and service facility/location or SubProposers.
4. Timely completion of this Project is critical and of essence, Proposer must stipulate its ability to meet the deadlines presented herein.

B. Chapter 2: Narrative

1. Describe when Equipment will be available for delivery in terms of weeks from approval of a Notice to Proceed. This may also be supplemented with a calendar date.
2. Proposer is required to furnish with its proposal literature and detailed information properly bound and labeled showing full illustrations and detailed technical information on the engines and equipment proposed. Proposer must show the manufacturer's code and catalog number of the items offered.
3. Proposer shall explain the training and on-going product support that it will provide or that will be available to the Vessel Owner/Operator. Details shall include proposed dates, times, locations and length of training and the qualifications of the instructor. Training shall be in a location convenient to the Vessel Owner/Operator.
4. As an addendum to the narrative, Proposers must include any parts and services that are necessary, but that they will not provide and that, therefore, become the responsibility the Vessel Owner/Operator. COG will respond to questions from Proposers about what parts the Installation Contractor will be required to supply, if any, using the question and answer procedure specified in **Section XIII**.

C. Chapter 3: References (See Attachment C)

1. Proposer, for itself and for any SubProposer or "Other SubProposer," must provide a list, as well as references, of similar work completed or in progress for other clients (minimum of 3 references).
2. Preferred references will be from recent equipment supply contracts, conducted within the last two to three (2-3) years and include work involving the proposed or similar engines and equipment.
3. References shall include complete contact information. Names, titles, addresses, and telephone numbers shall be included for each reference.

D. Chapter 4: Cost Proposals

NOTE: Cost proposals must be submitted under a separate cover on the proposal forms provided in Section XV Proposal Forms A-B.

1. Proposers must provide a price for all the engines and equipment needed to

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complete the Project in Proposal Forms A and B – Equipment Pricing Forms, respectively.

2. Proposers must provide a price for related support services to be provided that will be required to support completion of the Project.
3. Proposers must provide a total price for all equipment and services to be provided under the Contract (Total Price).
4. In the event that the Total Price proposed exceeds the available funding, Proposer must provide detailed itemized costs for all Equipment and services proposed, so that the Vessel Owner/Operator and COG have the opportunity to identify additional funds and/or modify the resultant Contract amount accordingly.
5. As an addendum to the cost proposal, Proposers must include any equipment or services that are necessary, but that they will not provide and that, therefore, become the responsibility the Vessel Owner/Operator or Installation Contractor.

VII. SPECIFICATIONS

Equipment Specification for Marine Propulsion and Auxiliary Machinery Repower – M/V *Spirit of Washington*

Project Background

Spirit Cruises, LLC, Vessel Owner, is undertaking a diesel engine emission reduction project that includes outfitting the M/V *Spirit of Washington* with new propulsion and auxiliary machinery. The *Spirit of Washington* is a U.S. Coast Guard (USCG) inspected vessel and is regulated as a small *passenger* vessel in compliance with 46 CFR (Code of Federal Regulations) Parts 114-125 (Subchapter K).

All equipment, materials, components proposed by Proposers in proposals must meet the applicable regulations & requirements for a USCG-inspected passenger vessel under 46 CFR Subchapter K and related references, including but not limited to horsepower, durability, stability, vibration, etc. This RFP is a request for all equipment and labor services necessary to supply and support the Project.

Equipment to be supplied for the Project must include commercial marine equipment with a duty rating equal to or beyond the existing machinery in addition to meeting United States Environmental Protection Agency (EPA) Tier 3 or above emissions standards.

A. Existing Arrangement

Vessel specifications:

1. Vessel Name: *Spirit of Washington*

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2. Vessel Type: Dinner Cruise Vessel
3. LOA - 175ft, Width - 37ft., Draft - 12ft
4. Main Engines to be replaced: 2 x Caterpillar 3408B - 470hp @ 1800rpm
5. Marine gears to be replaced: 2 x ZF model ZFW650(AKA BW161) - ratio 4.057 to 1
 - a. Propeller shaft diameter - 4 inch.
6. Throttle Controls to be replaced 3 x Mathers Marine CH5-5400-0 control heads and 1 AD14 control unit.
7. Auxiliary Generator Power to be replaced: two units
 - a. 2 Caterpillar 3406 - 250KW @ 1800rpm generator AR No. 4W-6095 - with Marathon Electrical Motor Model 433PSL6266 - 208v - 3 Phase.

B. Equipment Specifications

1. INTENTION
 - a. Despite any omissions in these specifications, the plans, and other contract data, Proposer shall furnish, without additional cost, any such equipment or services required for the satisfactory installations in accordance with the requirements of the USCG, best marine practice, and the Vessel Owner's requirements.
 - b. These specifications do not cover every detail of the parts and services described, therefore, the omission of any details, or the existence of any errors in the description inconsistent with the general intent of the specifications, does not relieve Proposer from his obligation to provide equipment to allow a complete and workable installation of the work described.
 - c. Proposer is to supply the necessary materials (except as noted Vessel Owner furnished or Installation Contractor furnished), equipment, labor and services to allow a complete and thorough job of repowering the propulsion machinery to be accomplished by the Installation Contractor.

New Propulsion and Auxiliary System Specifications

2. PROPULSION ENGINE
 - a. The propulsion engines shall each provide a minimum of 470 hp @ 1800 rpm with a continuous duty commercial marine rating. Hp per engine shall not exceed 510HP @ 1800 rpm with a continuous duty rating.
 - b. Rotation to match existing engine & gear system.

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- c. Any engine proposed should be rated at 1800 rpm with a continuous duty rating, however if a different rating is proposed please explain in detail how that may impact longevity and/or performance. Also include how it is proposed to maintain the same shaft RPM so as not require a change in propellers.
- d. Closed loop cooling system, current engines are keel cooled but it is believed that due to the increased operating temperatures of more modern equipment it may be necessary to modify the keel cooling system using an alternative method such as a Fernstrum Z type or equivalent closed loop cooling system. Single circuit cooling systems on engines are preferred.
- e. Throttle Controls to be replaced with a system that is compatible with the new equipment/technology and shall be of a “plug and play” nature for easy use and service. (See additional specs in the Control Systems section).
- f. Customer preference for propulsion and auxiliary engines to be of the same make and model for ease of service and parts inventory.

3. MARINE GEAR

- a. Must be an equivalent or greater duty rating of the existing marine gear and compatible with the new machinery and existing shafting and propellers. Generally described as a reverse reduction marine transmission, direct mounted vertical offset for medium duty workboat application, 24VDC electric shift operation, electronically actuated, replaceable spin-on type oil filter and quick disconnect oil extraction provision.
- b. Gear arrangement shall be configured so as not to require an external shaft break. This may be accomplished by using a system with quick shift or equivalent technology as compatible with new propulsion engines.
- c. Appropriate ratio shall be used to maintain the existing shaft RPM.
- d. Note: The propeller shaft coupling to be supplied by Proposer. The gear supplier to provide coupling drawings/specifications.

4. AUXILIARY GENERATOR

- a. Auxiliary Generator Power requirement will require both units to provide identical power (KW). The existing configuration is set up to allow splitting the vessel's electrical load between the two generators. It does not have, nor will the specification require, paralleling capabilities.
- b. Both generator packages shall provide the following:

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- i. A minimum of 280KW up to 300 KW, as close to 300KW as possible is desired, at 208V 3 Phase with the USCG required 50-degree C rating. All wire and breakers must be USCG approved and appropriately sized to generator.
- ii. Engine shall be sized appropriately to drive the electrical generation plant at 1800rpm and shall be rated with a continuous duty commercial marine rating. HP for an auxiliary engine shall not exceed 450HP.
- iii. Due to a narrow walkway between the two generator engines a very close replication of the existing footprint is needed for the new auxiliary power engines and generator end. Existing dimensions are approximately 100" LOA and 34" wide with a height of 60". All dimensions should be verified at the prebid meeting.
- iv. Vessel Owner preference for propulsion and auxiliary engines to be of the same make and model for ease of service and parts inventory.
- v. Closed loop cooling system, current engines are keel cooled but it is believed that due to the increased operating temperatures of more modern equipment it may be necessary to modify the keel cooling system using an alternative method such as a Fernstrum Z type or equivalent closed loop cooling system.

5. EPA EMISSIONS CERTIFICATION

- a. Engines must meet or exceed EPA Marine Tier 3 or above category 1 emission certification with engine labeling and documentation to verify same. The engines must be demonstrated to explicitly meet or exceed the EPA Marine Tier 3 certification values and must not be shown to meet the certification levels through an averaging scheme.

6. FUEL ECONOMY

- a. The engines must be designed with a rate of fuel consumption at full load more economical than the existing engines.

7. GENERAL REQUIREMENTS FOR ALL EQUIPMENT

- a. Equipment mounting:

Engines and marine gear assembly to have a minimum of a four-point mounting system on resilient vibration isolators such as LOREZ or equivalent (as approved by Vessel Owner).

- b. Air Inlet Systems:

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Engine mounted closed crankcase ventilation system, cleanable and replaceable dry element air filter with service indicator.

c. Cooling Systems:

- i. Engine mounted expansion tank with a gear driven engine coolant pump.
- ii. Keel cooled; it is believed that due to the higher operating temperatures the existing keel cooling system may not produce adequate cooling and may require a change to a Fernstrum Z type or equivalent type cooling system.
- iii. The system shall include an engine mounted marine gear oil cooler and a coolant level alarm sensor.
- iv. Coolant system block heater shall be included.

d. Exhaust System:

- i. Water cooled exhaust manifold & turbocharger. Single circuit cooling of engine, manifold and turbo is desired.
- ii. Note – Exhaust muffler/silencer replacement will be required to achieve full effects of increased emissions technology and to be compatible with new equipment. The muffler/silencer shall be hospital grade or equivalent to avoid noise pollution.

e. Fuel System:

Electronic unit fuel injectors, fuel delivery pump, engine mounted spin-on type secondary fuel oil filters.

f. Lubrication System:

Oil pan designed for a marine application, gear driven lube oil pump, fresh water lube oil cooler, dual full flow spin-on type lube oil filters, inboard mounted oil fill and dipstick if possible, quick disconnect lube oil extraction provisions. Proposer should supply the maximum angle of inclination for the engines offered so that proper lubrication can be maintained.

g. Engine Starting System:

24-Volt DC Electric Starters

8. CONTROL SYSTEMS

- a. Shall be 24VDC monitoring and control systems for engines and marine gears including:

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- i. Compatible with systems and capable maximize engines technology.
 - ii. Plug and play harness between components.
 - iii. Note: Shipboard DC power & ignition, circuit breakers and battery switches to be supplied by shipyard.
- b. Master Station located in the Pilot house of the vessel shall include controls for Propulsion and Auxiliary engines.
 - i. Twin engine electronic control – throttle and clutch control system with single lever operation for both functions.

Control capability to include touch pad buttons to control active station selection, low engine idle mode, and engine synchronizing.
 - ii. Emergency Backup Panel including activation switch, dual throttle control.

Proposal to provide specifics for review by Vessel Owner.
 - iii. Electronic Display Modules for monitoring the following data:

Constant Display Tachometer, engine lube oil pressure, jacket water temperature, marine gear oil pressure and marine gear lube oil temperature and system voltage.
 - iv. Display by Selection
 - Engine load, fuel pressure, turbo boost pressure, coolant (fresh water) pressure, fuel temperature, exhaust gas temperature, total engine hours,
 - Trip fuel used, and total fuel used.
 - v. Electronic display module includes visual alarm codes and audible alarm horn for the following fault conditions: low lube oil pressure, high oil and coolant temperature, low gear oil pressure, high gear oil temperature, low coolant level, low coolant pressure, low fuel pressure, low or high battery voltage, engine over speed. Start/Stop capability.
- c. Emergency Backup Panel located in the Pilot House shall include activation switch, clutch, and throttle control for both main engines.
 - i. Operation must be independent of the primary system.
 - ii. Proposal shall include specs for backup system for owner approval.
- d. Engine Room Stations

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- i. Local control panels to control engine throttle shipped loose for remote mounting by shipyard. Activation of control panels provides a safety lockout of the bridge control system for local engine operation.
- ii. Electronic display modules and appropriate mounting hardware/enclosure will be shipped loose for remote mounting by shipyard. Engine room stations to be equipped with start/stop capability.

e. Wing Stations – Propulsion engines only

The port & starboard exterior wing stations shall be outfitted with the same dual lever throttle and clutch control as the main stations as well as digital propulsion engine displays and start/stop capability.

9. SPECIAL NOTES

- a. Engine lube oil and fuel oil lines to be USCG approved Aeroquip FC234 or better. Constant torque type hose clamps silicon hoses for use on all engine coolant lines.
- b. Vessel Owner and Installation Contractor shall have the opportunity to review and inspect the equipment upon delivery to the Installation Contractor site before acceptance.

10. ADDITIONAL EQUIPMENT

- a. Proposer shall provide details and proposal on any equipment or appurtenances required for proper operation of the main engines & generators that is not listed in this document.

11. DOCUMENTATION

- a. Three (3) sets (2 paper sets and 1 electronic) set of engine, marine gear and generator set maintenance/operating manuals, parts manuals, and mechanical and electrical installation drawings shall be provided to Installation Contractor and Vessel Owner.
- b. Three (3) copies (2 hard copies, 1 electronic) of all instruction books and plans of Proposer-furnished equipment shall be furnished to the Installation Contractor and Vessel Owner upon delivery of the Equipment to the Installation Contractor's site location.
- c. Instruction books shall contain operating and maintenance instruction and complete parts lists.

12. INSTALLATION ASSISTANCE

- a. At a minimum, the engine manufacturer, and as necessary the gearbox manufacturer, representatives must provide the following services in support of installation:
 - i. Equipment FOB delivery to the owner's preferred location
 - ii. Provide a torsional vibration analysis
 - iii. Oversee installation and alignment
 - iv. Start-up and Commissioning
 - v. Sea Trials to satisfaction of Vessel Owner's representative and USCG.

13. SCHEDULE

- a. The repowering of this vessel must be complete by March 10, 2020.
- b. The Installation Contractor will be engaged by COG under a separate agreement.
- c. The Installation Contractor is responsible for penalty payments should delivery extend beyond March 10, 2020.
- d. Proposer must be able to deliver equipment to the Installation Contractor site location **no later than January 7th, 2020** in order to enable the schedule to be met. Time is of the essence, so earlier delivery is acceptable but not before January 1st.

14. TITLE AND RISK OF LOSS

- a. Title to all engine/equipment provided by Proposer shall pass to Owner upon COG payment to Proposer of 80% of the total Contract Price.
- b. The risk of loss of the materials shall be borne by the Proposer until such time as Title has transferred. Where materials are delivered by the Proposer at an agreed point/place, but not offloaded the carriage conveyance, the risk of loss will pass to the Vessel Owner immediately once any physical devices securing them to the conveyance are released, unless those devices are released during non-business hours of the shipyard that will be the project site, in which instances risk of loss will not pass to the Vessel Owner until such time as the shipyard is reopened for normal business.

15. TESTS AND TRIALS

- a. Testing of all new, reconstructed, and repaired parts of the ship and its equipment shall be done as required by the USCG and as necessary to demonstrate satisfactory operation to the Vessel Owner.
- b. These tests shall include, as it relates to the Equipment being sought via this RFP, verification of the main propulsion system electrical systems, all main engine and generator monitoring and alarm systems, and shall include individual tests prior to dock trials on all machinery.
- c. Any defects or deficiencies which become apparent during these trials shall be corrected by Proposer prior to conducting the dock trials.
- d. The Vessel Owner shall provide a list of tests to be conducted and the Installation Contractor shall conduct the tests to the satisfaction of the Vessel Owner and US Coast Guard. Proposer shall have a qualified technical representative on site during machinery, dock, and sea trials testing. The Vessel Owner and USCG shall be notified of the time of each test so that they can be on hand to witness all tests.
- e. The propulsion engines, and reduction gears are to be tested by the Installation Contractor pursuant to the manufacturers' recommendations. All Equipment is to be tested at the dock and prove satisfactory to the manufacturer's representatives who shall attend prior to underway sea trials.
- f. After satisfactorily passing dock trials, the vessel will get underway for a sea trial. Sea trials will be conducted by the Vessel Owner in accordance with the detailed sea trial agenda prepared by the Vessel Owner.
- g. The vessel will be taken to open water and tested per the manufacturers' instructions, including full speed trials to the satisfaction of the USCG and the Vessel Owner.
- h. During dock and sea trials, Vessel Owner under the guidance of and in the presence of Proposer, shall operate the machinery. Proposer shall assist Vessel Owner during the trials.
- i. The dock trial agenda will be prepared by the Vessel Owner. Data to demonstrate proper functioning, under dock load conditions, of all mechanical and electrical components of the repowering will be accumulated during dock trials by the Installation Contractor and Proposer and the collected data shall be compiled and submitted to the Vessel Owner.
- j. Proposer shall ensure appropriate technicians and representatives from machinery manufacturer are present for all machinery start up and sea trials.

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- k. The operation of the ship during dock and sea trials will be the responsibility of the Vessel Owner, the ship's normal crew will be on board at the time of these trials.

16. VESSEL OWNER'S SATISFACTION

All engines and equipment, services, including repairs, are to be provided and carried out to the entire satisfaction of the Vessel Owner's Representative, and the Vessel Owner shall advise COG in writing.

VIII. METHOD OF PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated by a technical selection committee ("committee"). At COG's option, the committee may hold interviews with the top ranked Proposers. The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Proposers, if required by the committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

FACTOR	MAXIMUM POINTS
1. Cost and Price Analysis	30
2. Experience of Proposer(s) in providing engines and equipment for vessel repower jobs	25
3. Demonstrated ability to provide required support services and ability to meet the Schedule	30
4. DBE Participation	15
Maximum Total Points	100

IX. Disadvantaged Business Enterprise Participation

- A. Disadvantaged Business Enterprise ("DBE") participation shall be an integral component of the Proposer selection process for this RFP. COG has established a DBE goal of 15% for this project. COG's DBE Policy may be viewed on its website www.mwcog.org/purchasing-and-proposals/dbe-policy/
- B. Proposers shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE

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ownership (please note only **DBE** certifications will be accepted by COG for this purpose – MBE and other designations are not acceptable as DBE's).

- C. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000(d) and Title 49, Code of Federal Regulations, notifies all Proposers that it will affirmatively ensure that any contract entered pursuant to this solicitation will afford minority business enterprises full opportunity to submit proposals in response to this RFP, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- D. DBE Assurance – Proposer or SubProposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Proposer shall carryout applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Proposer to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COG and the Vessel Owner deem appropriate.
- E. Scoring - A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as Proposer or "SubProposer". DBE points are to be awarded as follows:

PARTICIPATION	POINTS
10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

In the event of a tie score between two or more proposals, the one with the highest percentage of DBE participation, as measured in dollars, will be awarded the Contract.

SAMPLE DBE PARTICIPATION PLAN

DBE SUBPROPOSER		PERCENTAGE OF CONTRACT
SubProposer:		
Address:		
Certifying State:	DBE Certification #	
SubProposer:		
Address:		
Certifying State:	DBE Certification #	

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SubProposer:		
Address:		
Certifying State:	DBE Certification #	

- F. Firms must submit at a minimum a good faith effort statement (defined in 49 CFR Part 26) for review by COG. Without the good faith effort statement the proposal may be declared non-responsive and may not be reviewed by the technical selection committee.
- G. Firms may be required to report, through COG’s DBE reporting website and monthly compliance emails, their progress in achieving their DBE goals.
- H. Firms that meet the goal established for the proposal will receive 15 selection points (out of a possible 15). Firms that meet less than the DBE participation goal established will be evaluated on the percentage of the goal met, and the extent of their efforts to meet the entire DBE participation goal but will receive less than the maximum DBE participation evaluation points.

All Proposers shall provide a copy of the certification of DBE ownership for those firms claiming such status. The certification must have been obtained from a federal, State or local governmental agency that regularly issues such certification. It must have been issued within the past year or must clearly state the effective dates of the certification. Only DBE Certifications will be accepted.

X. WARRANTIES

Proposer warrants the services and equipment provided to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. Proposer agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to COG or Vessel Owner and to the satisfaction of COG and Vessel Owner.

- A. Proposer Proposals shall include all warranty costs. A copy of the warranty proposal shall be included with the submission. Effective date of warranty shall be the day vessel is placed back in service, with Vessel Owner having accepted the work performed, and with approval of all USCG inspections required by this Project. Proposers shall describe how warranty claims and work will be handled.

The warranty shall include manufacturer’s commercial marine warranty of 12 months unlimited hours at a minimum. Major castings and component coverage for total 36 months or 12,000 hours. Warranties shall be transferrable.

- B. Warranty service shall be performed at the vessel’s homeport in Washington, DC and shall require a response to any claim within 72 hours of COG or Vessel Owner’s written notice to Proposer. If Proposer fails to respond within said 72-hour period, the Vessel Owner or a third party retained by the Vessel Owner may repair or replace the defective supplies or correct the defective services. Any such repair, replacement or correction by the Vessel Owner or such third party shall in no way alter or void Proposer’s warranties under this Contract and Proposer

shall remain obligated for such throughout the entire Warranty Period. Proposer shall reimburse COG or Vessel Owner for all costs and expenses incurred by COG or Vessel Owner within 30 days after receipt of an invoice. Any items repaired, replaced or corrected during the Warranty Period shall be subject to the terms of this section to the same extent as those delivered initially, except that the Warranty Period will extend until termination of the original Warranty Period or six (6) months from repair, replacement or correction, whichever is later. Proposer acknowledges that, during the Warranty Period (and at all other times), the Supplies may be installed and maintained by Vessel Owner or third parties on its behalf. Proposer further agrees that proper installation and maintenance based on Proposer's documentation will not void or otherwise alter the warranties hereunder.

- C. Optional extended warranties may be quoted.

XI. INSURANCE

- A. Proposer shall maintain Comprehensive Business insurance for protection from claims under the Worker's Compensation Act, claims for damages because of bodily injury, death, or property damage to others, including employees of COG and the Vessel Owner; and claims for damages arising out of the operation of motor vehicles, or marine vessels, which may arise during the performance of the Contract whether caused by Proposer or by any SubProposer or anyone directly or indirectly employed by either of them. Proposer shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the Contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty.
- B. Prior to the execution of the Contract by COG, proposed Proposer must obtain at its own cost and expense and keep in force and effect until termination of the contractual relationship with COG the following insurance with insurance company/companies licensed to do business in the District of Columbia evidence by a certificate of insurance and/or copies of the insurance policies. Proposer's insurance shall be primary. Proposer shall provide COG a copy of said insurance certificate in a form acceptable to COG at the time of Proposer's execution of the Contract.
- C. Commercial General Liability

A minimum limit of liability of Ten million dollars (\$10,000,000), combined single limit, for bodily injury and property damage coverage per occurrence, including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Proposers
- Products Liability and Completed Operations
- Ship Repairers Legal Liability

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D. Automobile Liability Coverage

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence, including the following:

- Owned Automobiles
- Hired automobiles
- Non-owned automobiles

E. Worker's Compensation/Employer's Liability

Meeting all requirements of District of Columbia law and with the following minimum limits:

- Bodily Injury by Accident - \$1,000,000 each accident
- Bodily Injury by Disease - \$1,000,000 policy limits
- Bodily Injury by Disease - \$500,000 each employee

Proposer is also required under United States Department of Labor to provide worker's compensation under the U.S. Longshoreman's and Harbor Workers Act. Proposer shall furnish proof of this insurance in its proposal.

F. Additional Insured

COG and Spirit Cruises, LLC must be named as an additional insured on all liability policies with a waiver of subrogation and be endorsed to be primary with respect to any other insurance carried by COG or Vessel Owner.

G. Liability

Proposer shall accept full liability and responsibility for all liability for damage caused to the Equipment prior to transfer of title. Proposer shall indemnify and hold harmless COG and Spirit Cruises, LLC from any/all claims arising from the Contract.

Policy Cancellation

Forty-five (45) days prior written notice of cancellation or material change of any of the policies is required.

Additional Insured and Certificate Holders

Metropolitan Washington Council of Governments
Office of Procurement
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

and

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Spirit Cruises, LLC
455 N City Front Plaza Dr. Suite 2600
Chicago, IL 60611

XIII. QUESTIONS

- A. Deadline for questions must be submitted in writing to purchasing@mwkog.org no later than five (5) working days in advance of the submission date.
- B. Addendums will be posted within three (3) working days after the conference.
- C. Questions will be answered, if needed, via addendum posted on the COG website at www.mwkog.org/purchasing-and-proposals/cog-proposals-and-rfps/.

XIV. PRE-SUBMISSION CONFERENCE

- A. A Pre-Submission Conference will be held for potential Proposers(s) to meet at the following location – 580 Water St SW, Washington, DC 20024 on Tuesday, July 30, 2019 at 10:00 a.m. EDT.
- B. Safety equipment, such as hardhats and safety glasses, will be provided. This meeting will include an opportunity to inspect the marine vessel.

XV. PROPOSAL SUBMISSION

A. Proposal Submission

Method of Submission

- 1. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
- 2. Please use the RFP number and your firm name in the file name of your electronic submission.
- 3. Offerors shall submit one (1) electronic copy of their qualifications to the COG Lockbox system as per the below directions.
 - a. Proposers shall submit one electronic copy to the COG “Lockbox” system in the following fashion:
 - i. Registration – To utilize the “LOCKBOX” service, your agency must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (VRS) portal at <https://mwkog.net>.

If you are not registered, please do this before accessing the LOCKBOX.

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To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
- Click Register and fill out the form. NOTE: You will need your company information including your TIN/EIN number if you are a company or your SSN if you are a sole proprietor.
- Registering will give you access to the LOCKBOX solicitations.

- ii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button.

If your agency is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, you will receive a one-time use bid id and password by email.

Also use your credentials for the following:

- To submit a question to the buyer.
- To upload your formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- Please limit size of individual files to 10 MB.
- To withdraw your formal response should you wish to cancel your submission or to allow you to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one you uploaded.

If no vendor ID is provided, you will be directed to the registration page.

If you would like to ensure that your company details are correct prior to your upload, then logon to VRS using your VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

To return to the MWCOC solicitation page, after registering or updating your company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for MWCOC on the PENDING SOLICITATIONS page.

- b. Please do not wait until the last moment to register. If you have technical issues with accessing the Lock Box system please contact bryan.hill@eepex.com and cc: purchasing@cog.org
- c. Please name the file using the RFP number and the firm name.

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d. DO NOT email submissions directly to COG they will be disqualified.

Proposals shall be submitted by no later than 2:00 p.m. EDT, Tuesday, August 13, 2019.

***** Proposal Pricing Forms Next Page*****

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XVI. Proposal Response Form(s)

Proposal Response Form A - Equipment Pricing Form

<i>Spirit of Washington</i>	
Propulsion Machinery Information	
<i>Propulsion Engine Information (unit \$)</i>	\$
Manufacturer	
Model	
HP @ Rated RPM	
Manufacturers Engine Rating	
EPA Emission Rating	
Quantity	2
<i>Marine Gearboxes (unit \$)</i>	\$
Manufacturer	
Model	
Turndown Ratio	
Quantity	2
	\$
<i>Additional Equipment Needed for Project (to include those identified in the Equipment Specification)</i>	
Coolant System Block Heater {optional} (unit \$) per engine	
etc	
<i>Warranty Information</i>	
Warranty Period, No Fault	
Warranty Period, Defect	
Warranty - Extended	\$
SBE, WBE, MBE, DBE Content (%) <i>(provide separate sheet that identifies each firm and anticipated financial participation)</i>	
TOTAL	

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Proposal Response Form B - Equipment Pricing Form

<i>Spirit of Washington</i>	
Generator Information	
<i>Generator Set Information (unit \$)</i>	\$
Manufacturer	
Model	
HP @ Rated RPM	
Manufacturers Engine Rating (KW)	
EPA Emission Rating	
	\$
<i>Additional Equipment Needed for Project (to include those identified in the Equipment Specification)</i>	
Coolant System Block Heater {optional} (unit \$)	
etc	
<i>Warranty Information</i>	
Warranty Period, No Fault	
Warranty Period, Defect	
Warranty - Extended	\$
SBE, WBE, MBE, DBE Content (%) <i>(provide separate sheet that identifies each firm and anticipated financial participation)</i>	

Signature for Proposal Form A & B

Please fill out 1 form for each unique engine package offered. If additional forms are required to accurately describe different engine packages, please provide separate pricing forms.

Signed: _____
Name and Title
Date

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RFP 20-001 Response Form (Continued – Checklist and Acknowledgement Section)

Proposer’s Check List and Required Forms –

ITEM	YES	NO
• Attachment A – Acknowledge and accept Terms and Conditions (If NO - Exceptions should be noted on a separate sheet)	___	___
• Attachment B – Certification Regarding Debarment	___	___
• Attachment DC – References	___	___
• Accord Form – Acknowledgement that a Certificate of Insurance will be provided as per the Terms and Conditions (with COG and Spirit Cruises, LLC and named as an additional insured)	___	___
• Exceptions (If yes please attach all on separate sheet(s) at the end of the RFP response.)	___	___

Addendums Acknowledged (if applicable) -

Addendum #1	YES ___	NO ___	N/A ___
Addendum #2	YES ___	NO ___	N/A ___
Addendum #3	YES ___	NO ___	N/A ___
Addendum #4	YES ___	NO ___	N/A ___

Others _____

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RFP 20-001 Response Form (Continued – signature and company information)

I have read, understood, and agreed to the terms and conditions of all contents of this RFP.
The undersigned agrees to furnish the services stipulated in this RFP as stated above.

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

Attachment A
STANDARD TERMS AND CONDITIONS

- A. **Energy Conservation.** 42 U.S.C. § 6321 *et seq.*
The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- B. **Clean Water Requirements.** 33 U.S.C. § 1251 *et seq.*
1. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.
 2. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.
- C. **Lobbying.** 31 U.S.C. § 1352 *et seq.*
(*To be submitted with each proposal or offer exceeding \$100,000*)
1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 2. 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 and federal contract, grant, loan, or cooperative agreement.
 3. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the undersigned

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shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 *et seq.*)]

4. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. 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 by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Date: _____

The SUBRECIPIENT, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.* apply to this certification and disclosure, if any.

SUBRECIPIENT
Authorized Official

Name of SUBRECIPIENT
Authorized Official

Title of SUBRECIPIENT

Authorized Official

D. Access to Records and Reports. 49 U.S.C. § 5325

1. The SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
2. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

E. Funding Agency Changes.

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

F. Clean Air. 42 U.S.C. § 7401 *et seq.*

1. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
2. The SUBRECIPIENT 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.* The SUBRECIPIENT agrees to report each violation to COG

and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

3. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

G. Recycled Products. 42 U.S.C. § 6962

1. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.
2. The SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

H. No Government Obligation to Third Parties.

1. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities of COG, the SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT that will be subject to its provisions.

I. Program Fraud and False or Fraudulent Statements and Related Acts.

31 U.S.C. § 3801 *et seq.*

1. The SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and all appropriate federal agency regulations apply to its actions

pertaining to this PROJECT. Upon execution of the underlying contract, the SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT or to the extent the Federal Government deems appropriate.

2. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the SUBRECIPIENT, to the extent the Federal Government deems appropriate.
3. The SUBRECIPIENT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT who will be subject to the provisions.

J. **Termination.** 49 U.S.C. Part 18

Applicable to all contracts in excess of \$10,000

1. **Termination for Convenience.** COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.
2. **Termination for Default [Breach or Cause].** If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT fails to comply with any other provisions of the Contract, COG may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the Contract is in default. The SUBRECIPIENT will only be paid the contract price for services performed in accordance with the

manner of performance set forth in the Contract. If it is later determined by COG that the SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.

3. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the Contract without further obligation to the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

4. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT of any covenant, term or condition of this Contract, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

K. **Civil Rights Requirements.** 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

- a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, the SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.
 - b. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.
 - c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.
3. The SUBRECIPIENT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

L. **Breaches and Dispute Resolution.**

1. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the SUBRECIPIENT, and the SUBRECIPIENT shall aproposale the decision.
2. **Performance During Dispute.** Unless otherwise directed by COG, the SUBRECIPIENT shall continue performance under this Contract while matters in dispute are being resolved.
3. **Claim for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. **Remedies.** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.
5. **Rights and Remedies.** The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

M. Patent and Rights in Data.

1. **Rights in Data.** The following requirements apply to each contract involving experimental, developmental or research work:
 - a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumbsticks/thumbdrives) containing data; and any other information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 - b. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - i. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections M.2.a and M.2.b of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
 - (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.
2. **Patent Rights.** The following requirements apply to each contract involving experimental, developmental, or research work:
 - a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract

to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.

- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- c. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

N. Interest of Members of Congress.

No member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

O. Interest of Employees of COG.

No employee of COG who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the PROJECT during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

P. Interest of the SUBRECIPIENT.

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The SUBRECIPIENT further covenants that, in the

performance of this Contract, no person having any such interest shall be employed.

Q. **Allowable Costs.**

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

R. **Covenant Against Contingent Fees.**

The SUBRECIPIENT warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of warranty shall give the Contracts Officer the right to terminate this Contract or, in his discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

S. **Indemnification.**

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

T. **Severability.**

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as of not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

U. **Assignments.**

This Contract shall not be assigned, sublet or transferred in whole or in part by the SUBRECIPIENT, except with the previous written consent of the COG Contracting Officer or his designee.

V. Entire Agreement.

This Contract sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This Contract may only be altered, amended or modified in accordance with Changes Clause of this Contract.

W. Confidential or Personal Data.

1. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only (i) when necessary to fulfill COG's information-gathering and data collection responsibilities, or (ii) in conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
2. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
3. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
 - a. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 - b. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 - c. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
 - d. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in

addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.

- e. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.
- f. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.
- g. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].

- h. At the end of the project or contract, any personal or confidential information shall be given to COG or destroyed and a certification of destruction provided to COG by the SUBRECIPIENT or other party.

X. **COG's Policies and Procedures.**

When federal law, or any grant conditions, certifications or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of the SUBRECIPIENT selection process, e.g., the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a contract may be approved, executed and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

Y. **COG's Information Technology Policy.**

Proposers that must access COG's Information Technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such Proposers will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.

Z. **COG's Facilities, Policies, and Procedures.**

Proposers that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Proposers that utilize any AV or IT equipment through the use of COG's facilities shall also comply with COG's IT Policy. Such Proposers will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

AA. **Additional Requirements.**

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall apply to and shall govern the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

BB. **DBE Assurance.**

The SUBRECIPIENT or _____ shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COG deems appropriate.

CC. **Audits.**

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to

A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

DD. **FFATA Reporting.**

1. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
2. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRS system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
 - a. The entity's information;
 - b. Description and/or title of the sub-award (including NAICS code or CFDA number);
 - c. Date and amount of award;
 - d. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country;
 - e. Active and current SAM unique identifier;
 - f. DUNS number;
 - g. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient **if** all three criteria are met:
 - i. Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues; and
 - ii. the SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more; and
 - iii. the SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010).

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

EE. Priority of Requirements.

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
2. Terms and conditions set forth or referenced within this Contract;
3. Terms and conditions and representations set forth or referenced within Attachments A and B;
4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
5. Offers, representations, promises, terms and conditions set forth with the proposal or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

**ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
3. Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
5. Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Typed Name of Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

**ATTACHMENT C
PROPOSER'S EXPERIENCE/REFERENCES**

Name of Vendor _____

Each Proposer must submit below a minimum of three (3) references each, from current or past clients, for whom proposer has similar experience and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the proposal.

A Proposer, which, in the sole judgment of the offeror, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for this contract.

1) Company Name _____

Contact Name/Title_____

Mail Address _____

Telephone Number _____ Email Address _____

2) Company Name _____

Contact Name/Title_____

Mail Address _____

Telephone Number _____ Email Address _____

3) Company Name _____

Contact Name/Title_____

Mail Address _____

Telephone Number _____ Email Address _____

RFP #20-001
Equipment Procurement and Delivery for Marine Engine Repower Project for the
Metropolitan Washington region

4) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____

5) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____