



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL NO. 20-006

**EQUIPMENT INSTALLATION PROCUREMENT 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,
Thursday, October 31, 2019

NOTE: See lockbox submission instructions in Section XV

Questions on RFP should be directed to:

purchasing@mwkog.org

and

cc: rkonrad@mwkog.org

*NOTE: 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 Wednesday, October 16, 2019
at 10:00 a.m. EDT*

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Equipment Installation for Marine Engine Repower Project for the
Metropolitan Washington region

**REQUEST FOR PROPOSAL
RFP #20-006**

Released October 8, 2019

**EQUIPMENT INSTALLATION FOR MARINE ENGINE REPOWER PROJECT FOR THE
METROPOLITAN WASHINGTON REGION**

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 has awarded a contract for the supplying of equipment for this Project to procure and deliver the necessary equipment to complete the repower Project. The intended result is for one (1) contract to be awarded to an engine/equipment supplier (“Equipment Supplier”) 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.

This Request for Proposals (RFP 20-006) is solely for the procurement of the installation of necessary equipment for the repower Project.

The equipment to be installed includes –

A. Propulsion Machinery Information –

ENGINE (2)

- MFG - John Deere model number JD-6135-AFM85

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- HP @ Rated RPM – 500 HP @ 2000 RPM
- Manufacturers Engine Rating – M-3
- EPA Emission Rating – Tier 3

GEARBOXES (2)

- MFG - Twin Disc model number MGX-516
- Turndown Ratio – 4.5:1

B. Generator Information (2)

- MFG – John Deere model number JD-6135AFM85
- HP @ Rated RPM – 447 HP @ 1800 RPM
- Manufacturers Engine Rating (KW) – 300 KWe
- EPA Emission Rating – Tier 3

C. Grid Coolers (4)

1. Propulsion engines will have Fernstrum flange style Grid Coolers
 - a. Model D2481W-Z (2) one per engine
2. Generator engines will have Fernstrum flange style Grid coolers
 - a. Model D24147W-Z (2) one per engine

*See Exhibit A for cut sheet of Grid Coolers

II. SCOPE OF REQUIRED SERVICES AND TASKS

A. INTENT OF SPECIFICATIONS:

1. The intent of these specifications outlines the work the Contractor is to perform while the Vessel is in the Contractor’s yard for propulsion and auxiliary machinery replacement.

2. DEFINITIONS:

- a. The term “Vessel” refers to the Motor Vessel *Spirit of Washington*.
- b. The term “Owner” refers to Spirit Cruises, LLC, or their authorized Representatives.
- c. The term “O/R” refers to the Owner’s Representative.
- d. The term “Contractor” refers to the shipyard chosen to accomplish all items in this Work list as described herein, and which shall have the responsibility for the entire Project, including that of any and all subcontractors engaged by the Contractor.

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- e. The term “USCG” refers to the United States Coast Guard.
 - f. Wherever the term “approved,” “required,” “necessary,” “satisfactory,” “as shown,” or “as directed” is used, the decision of the Owner is intended.
 - g. Wherever the expression “furnish,” “install,” “purchase,” “supply,” “fit,” or “provide” is used with respect to any item supplied by the Contractor, it shall be understood to mean “furnish, install, and connect up in proper order,” unless otherwise indicated.
3. Government and Other Requirements:
- a. The vessel 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 (46CFR Parts 114-122).
 - b. All equipment installed, and all work performed on the vessel by Contractor shall meet all applicable USCG requirements as dictated in 46 CFR for Subchapter K small passenger vessels.
 - c. As per USCG regulations a stability verification based on equipment weight and placement may be required or new stability test may be required depending on total weight variance.
 - d. Navel architecture services may be required for completion of work and/or USCG plan review submittals.
 - e. The Contractor shall be responsible for making all arrangements for approval, inspections, surveys, material testing, equipment testing, etc., and shall pay all fees and expenses. This work shall include obtaining any technical representation made by manufacturer’s representatives.
 - f. All necessary certificates and documents covering the approval and indication compliance with the foregoing regulations shall be obtained by the Contractor at his expense and furnished to the Owner prior to redelivery of the vessel to the Owner.
4. MATERIALS AND WORKMANSHIP
- Spirit Cruises, LLC’s General Clauses are attached herewith and made a part of the contract. The Contractor shall comply with the details of the General Clauses (Section II.B) as stated. In addition, the following applies:
- a. All material, equipment, outfit, and supplies intended for the Vessel shall be properly stored and protected by the Contractor while in his possession. Generally, materials other than structural shall be warehoused.

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- b. Where equipment is required to be removed or relocated, all associated foundations, supports, piping, fittings, wiring, and appurtenances shall be removed or relocated together with the parent equipment and reconnected in good order for service.
 - c. Any new or damaged areas are to be prepared and recoated per the General Clauses. All openings in decks, bulkheads, and shell plating resulting from removals are to be properly closed to the satisfaction of the Owner and the USCG. Such closures are to be completed in accordance with USCG regulations and good marine practice. Where parts are burned loose, the cut is to be made as close to the retained surface as possible. All removals shall be accomplished in a proper workmanlike manner.
 - d. Where equipment must be removed to carry out work specified herein, the equipment shall be stored and reinstalled in a good workmanlike manner to perform the original function satisfactorily.
 - e. The Contractor will be liable for any loss or damage to the equipment during this procedure.
 - f. All workmanship shall be performed in good marine practice and subject to the approval of the Owner and the USCG.
 - g. All steel work shall be smooth and fair. Piping, electrical work, out fitting, etc., shall be properly laid out so that it will present a neat, finished appearance.
 - h. The Contractor shall protect finished surfaces, equipment and outfit from damage once it is installed.
 - i. Any damage shall be corrected to the satisfaction of the Owner at the Contractor's expense.
5. INSPECTION
- a. During the fabrication and installation, authorized representatives of the Owner will be assigned to inspect all work. For the purpose of such inspections, the O/R is always to be permitted proper access to the Vessel, its machinery and equipment, to the Contractor and shops of the Contractor, and to the shops of subcontractors or vendors from which material, machinery, or equipment is ordered for use in the Vessel.
 - b. The Owner shall have access to the vessel outside of the inspection schedule. The Owner is to be fully advised in every aspect as to the Contractor's program of work and the methods that the Contractor intends to pursue, in order that the Owner's interests may be protected.
 - c. The Owner is to be furnished with twice weekly progress reports as the work advances. The O/R shall be furnished with copies of all working plans as soon as issued to the Contractor for their use.

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- d. The Owner shall have the authority to reject any material or workmanship whenever found defective, unsuitable, not in conformity with regulatory requirements, best shipbuilding practice, or not in accordance with the contract plans and specifications or with approved working plans.
 - e. Satisfactory correction or replacement of any rejected item is to be accomplished by the Contractor at its expense.
6. CARE OF VESSEL AND GENERAL SERVICES:
- a. The Contractor shall protect the Vessel in every way from fires and pilferage and add to the safety of the Vessel by effectively monitoring the activities of all workmen and by maintaining a fire watch and providing all required shore fire lines and portable fire extinguishers for fire protection.
 - b. Contractor shall maintain a gas free condition as stated in the General Clauses. All parts of the Vessel shall be kept in a clean sanitary condition as it relates to the repower Project.
 - c. All accumulated chips, shavings, refuse, dirt, garbage, and water shall be removed daily and disposed of properly.
 - d. The Contractor shall always, insofar as work conditions permit, keep any vessel openings closed against the weather.
 - e. The Contractor shall keep all bilges dry. Contractor shall be responsible for any damage resulting from flooding of any part of the Vessel due to actions taken by the Contractor.
 - f. The Contractor is to furnish general services, including wharfage and all shore services, required from delivery to redelivery of the Vessel. Services shall include shore power, fire extinguishing, line handling, scaffolding, gangways, temporary heating, lighting and ventilation, temporary safety rails, trash and scrap removal, crane and rigging services, air lines, water, steam, sewage facilities, etc. as required to accomplish the Project.
 - g. The Contractor is to provide adequate watchmen's service or similar protection at the Contractor's location against pilferage, vandalism, sabotage, or malicious mischief.
 - h. The Contractor is to receive, store, handle, and install on board all Owner-furnished material at no additional cost to the Owner.
7. CHANGES AND EXTRAS:
- a. No departures from the contract plans and specifications or from approved working drawings shall be made except upon written instruction from the Owner, who

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reserves the right to make reasonable changes provided such changes are arranged for before work has commenced on or material ordered for, items related to the changes, and provided that the involved work will in no way increase the cost or delay the completion of the Project unless an extension of time is granted covering the work involved and the difference in cost is agreed upon in writing.

- b. The Owner reserves the right to cancel any item or items during the performance of the work.
- c. Cancellation of any items will be coordinated between the Project Manager and the Owner. If work has commenced on the item so canceled, an allowance will be made for the work done. The credit for such canceled items shall be mutually agreed upon by Owner and Contractor, and the amount deducted from the contract price.
- d. Upon award of the contract, the Contractor shall furnish the Owner itemized prices.
- e. Changes made in the arrangements and details of the work, wherein the general style and character of such is equivalent to that specified or shown shall be considered a design development and shall involve no increase in cost.

8. DELIVERY AND REDELIVERY

- a. The vessel can only be delivered within a 200-mile radius of the homeport in Washington DC. **NOTE - Proposers facilities need to be within this range to be eligible to be awarded this contract.**
- b. The Contractor will take delivery of the Vessel at its plant where the Vessel shall be berthed at a suitable pier and/or drydocked/blocked ashore.
- c. After delivery and prior to redelivery, any shifting of the Vessel shall be at the expense of the Contractor. Redelivery shall be afloat at the Contractor's plant with the Vessel in first class operating condition, complete and ready to sail.
- d. All defects that may have developed during tests or trials shall have been corrected by the Contractor prior to redelivery.
- e. All spaces, equipment, and tanks affected by the work performed shall be thoroughly cleaned.
- f. All loose gear shall be properly stowed as directed.
- g. All affected paint areas shall be touched up prior to acceptance.

9. SCHEDULE

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- a. Once the Contractor has been awarded the contract, but prior to delivery to the plant, a schedule will be produced based on items agreed upon in the Repower Specifications.
- b. The schedule shall show start dates, milestone dates that may pertain to specific items that are task specific and an end date of not later than March 10th, 2019.
- c. The schedule will be incorporated into the contract award with a penalty clause of \$5000 per day should the vessel delivery date be delayed past March 10, 2019.
- d. The schedule shall be updated during the yard period to reflect any changes, modifications or growth that occurs. Should the delivery date move due to an accelerated pace or a lack of performance by the Contractor, the Contractor shall, in writing, let the Owner know that the original date has in fact moved and a new date given.

10. VESSEL PARTS, MATERIAL, TOOLS, AND EQUIPMENT:

- a. Unless specifically approved by the O/R, the Contractor shall not use any of the Vessel's spare parts, material, tools or equipment for repairs or replacements in the performance of specified repairs.
- b. The Vessel's equipment which is not to be used includes, but not limited to, hoists, winches, engines, generators, pumps, blowers, hand and power tools, and mooring lines.

11. INSTRUCTION BOOKS

- a. Three (3) copies {2 hard copies, 1 electronic} of all instruction books and plans of Contractor-furnished equipment shall be furnished to the Owner upon delivery of the ship. One (1) of these copies shall be delivered to the Owner's Representative well in advance of the vessel's completion.
- b. One (1) copy of the Owner's equipment instruction books shall be given to the Contractor for use during repowering. These instruction books shall be returned to the Owner, in good condition, at the end of the repowering and prior to the Vessel leaving the Contractor.
- c. The Contractor shall prepare a list of instruction books and plans of all equipment, including Contractor, Equipment Supplier, and Owner furnished, and furnish three (3) permanent copies {2 hard copies, 1 electronic} to the Owner at time of delivery. Instruction books shall contain operating and maintenance instruction and complete parts lists.

12. TESTS AND TRIALS

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- a. Testing of all new, reconstructed, and repaired parts of the vessel and its equipment shall be tested as required by the USCG and as necessary to demonstrate satisfactory operation to the Owner.
- b. These tests shall include watertight and weather tight integrity tests of the structures, verification of the main propulsion system electrical systems, all main engine and generator monitoring and alarm systems, individual tests prior to dock trials on all machinery, and hydrostatic tests on piping systems, as necessary.
- c. The Contractor shall work with the Equipment Supplier to provide load bank testing for the new generators.
- d. Any defects or deficiencies which become apparent during these trials shall be corrected by the Contractor prior to conducting the dock trials.
- e. The Owner and/or Equipment Supplier shall provide a list of tests to be conducted and the Contractor shall conduct the tests to the satisfaction of the Owner and US Coast Guard.
- f. The Owner and USCG shall be notified of the time of each test so that they can be on hand to witness all tests.
- g. The propulsion engines, and reduction gears are to be tested per the manufacturers' recommendations.
- h. All equipment is to be tested at the dock and prove satisfactory to the manufacturer's representatives.
- i. After satisfactorily passing dock trials, the vessel will get underway for a sea trial.
 - 1) Sea trials will be conducted by the Owner in accordance with the detailed sea trial agenda prepared by the Owner and/or Equipment Supplier.
 - 2) 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 Owner.
- j. During dock and sea trials, Owner under the guidance of and in the presence of the Contractor, shall operate the machinery Contractor shall assist Owner during the trials.
- k. The dock trial agenda will be prepared by the Owner and/or Equipment Supplier.
- l. 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 Contractor and the collected data shall be compiled and submitted to the Owner.

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- m. The Contractor shall furnish equipment and personnel to accomplish all tests. Contractor's personnel shall be available to collect and shall record data at ½ hour intervals during sea trials. The collected data shall be compiled and furnished to the Owner.
- n. Contractor shall ensure appropriate technicians and representative from machinery manufacturer is present for all machinery start up and sea trails.
- o. The operation of the vessel during dock and sea trials will be the responsibility of the Owner, the ship's normal crew will be on board at the time of these trials.
- p. Diesel oil, lube oil, thermal fluid oil, fresh water, air, personnel, etc., for all the tests and trials shall be furnished by the Contractor unless otherwise indicated in the repower specifications.

13. GUARANTEE:

- a. All workmanship and materials supplied by the Contractor are to be guaranteed by the Contractor for a period of one year from the date on which the vessel is delivered to the Owner; provided that the Contractor shall not be required to furnish guarantees on Owner furnished equipment nor on purchased equipment in excess of the manufacturer's guarantees.
- b. Defects in workmanship and materials discovered during the guarantee period as defined above are to be corrected at the expense of the Contractor and at no cost to the Owner.

14. INSURANCE REQUIREMENTS:

- a. The Contractor 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 equipment Owners; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.
- b. The Contractor shall also maintain product liability insurance. The 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. Successful Contractor shall provide certificate of insurance naming COG and Spirit Cruises, LLC as additionally insured. Provision of insurance documentation will be a condition of award. Prior to the execution of the contract by COG, the proposed awardee 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

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a certificate of insurance and/or copies of the insurance policies. Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of three million five hundred thousand dollars (\$3,500,000), combined single limit, for bodily injury by accident or disease and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

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

Worker's Compensation/Employer's Liability

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

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

U.S. Longshoreman's and Harbor Workers Act

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

Additional Insured:

COG and Premier Yachts, LLC must be named as an additional insured on all liability policies.

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

Certificate Holders:

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

Spirit Cruises, LLC
455 N Cityfront Plaza Dr, Suite 2600
Chicago, IL 60611

B. General Clauses

Owner/Spirit Cruises, LLC, to accomplish maintenance, repairs, etc. in a complete and uniform manner has the following general clauses attached to any and all of Spirit Cruises, LLC, Work lists.

Any general clause item, which pertains to an item on the Work list, must be accomplished and the cost reflected in the Contractor's item bid price.

Despite any omissions in these specifications, and other contract data, the Contractor shall furnish, without additional cost, any such labor or material required for the satisfactory installations in accordance with the requirements of the USCG, good marine practice, and the Owner's requirements.

These specifications do not cover every detail of the work 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 the Contractor from its obligation to make a complete and workable installation of the work described.

Any omissions or discrepancies in the contract documents shall be promptly brought to the attention of the Owner with a view towards reconciling the requirements with the intent of these specifications.

All workmanship shall be performed in accordance with good marine practice and subject to the approval of the Owner and the USCG.

All steel work shall be smooth and fair. Piping, electrical work, outfitting, etc. shall be carefully laid out so that it will present a neat, finished appearance.

The Contractor shall protect finished surfaces, equipment, and outfit from damage after it is installed. Any damage shall be corrected to the satisfaction of the Owner at the Contractor's expense.

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1. OWNER'S SATISFACTION

All repairs are to be carried out to the entire satisfaction of the Owner's Representative.

2. TERMINOLOGY

See Item A.2 of the General Provisions. Whenever the words "approved," "as directed," "as necessary," or "suitable" occur in the Specifications, it is understood that the Owner's approval and/or direction on the decision is meant, and such Owner's decision shall be final.

3. STANDARDS

See General Provisions. It is understood by the Contractor that all repairs must be carried out and completed (even if the Specifications do not set forth all details, such as but not limited to precise measurements, fixtures or materials) by applying workmanship and materials of the best quality throughout and in conformity with those now in the Vessel, and in addition meet the requirements of the Specifications and all applicable USCG regulations. In no case will material be of less weight or thickness than the original be allowed for the part replaced.

4. EXPENSES

All expenses related to the repower of wharfage, towage, dockage, electric lighting for all purposes, running lines and incidentals after Vessel is delivered at the Contractor's wharf are to be paid by the Contractor.

5. WORK AREAS

- a. The Contractor shall have control of and bear responsibility for the work area on and adjacent to the Vessel and access thereto and for the fitness and safe condition of all tools and equipment provided by it for the work performed. As such, the Contractor shall indemnify and hold the Owner and COG harmless for any and all losses or damages, including but not limited to loss or damage to the Vessel and Personnel injury including death to the officers or crew of the Vessel and/or the Owner's representative(s), resulting from the performance of the repairs at work area provided that said losses or damages shall result from the malfeasance or non-feasance of the Contractor, except that its indemnity shall not cover loss of use of earnings that the Owner might suffer as a result there from. COG will not be responsible for any damages.
- b. The Contractor shall furthermore indemnify and hold the Owner and COG harmless for all damage or loss, irrespective of cause, to the work area or other properties of the Contractor and/or its employees including personal injury or death resulting from the performance of the repairs.

6. GUARANTEE

See Item A.13 of the General Provisions. If within one (1) year from and after completion of the repairs, any defect in the Vessel should be discovered due to the fact that the repairs were performed by the use of inferior workmanship or materials or failure to abide by the Specifications (other than defects due to wear and tear, or exclusively to negligence or improper acts of the Owner or crew of the vessel) the Contractor shall, as quickly as possible after being advised of such defect, correct, replace or repair such defect at its own expense at the Owner's pier in Washington, DC. If such repairs cannot be accomplished at the Owner's pier, the Contractor shall pay to the Owner a sum equal to that which the Contractor would have charged a repair customer for like repairs or replacements at its work area in addition to any reasonable transit cost to the nearest repair facility if the work cannot be accomplished at the Owner's pier. As to such defects as are repaired or replaced by the Contractor, the guarantee hereunder shall be extended for one (1) year from the date such repair or replacement is complete.

7. CLEANING

Vessel is to be cleaned and all debris removed from the vessel by Contractor upon completion of any work. Clean means broom and dustpan clean. This refers to any work performed by any subcontractor and any new or disturbed areas in way of the repair. The O/R will not accept the vessel until the vessel is clean.

8. PAINTING AND PREPARATION

Unless otherwise specified, all paints shall be Contractor-furnished.

9. STEELWORK:

Any new or replaced shell plating or internal framing (the hull) steelwork is to be blasted to near white SSPC SP10 (Sa 2½) and coated with one (1) coat of inorganic zinc at 2.5 mils DFT prior to installation on the vessel. After installation on the vessel, any disturbed areas and weld areas are to be power cleaned (sandblasted, needle gun, wire wheel, etc.) and one coat of inorganic zinc applied.

10. EXTRA COATS:

Any steelwork is to have one tie coat of epoxy applied at 6-8 mils DFT and one-color coat of either alkyd or epoxy applied at 2-3 mils. This is in addition to the inorganic zinc coating.

11. REWELDS:

After veeing and rewelding any disturbed areas and weld areas are to be power cleaned (sandblasted, needle gunned, wire wheeled, etc.) and one coat of inorganic zinc applied.

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Exception: Cargo tanks, which were not previously coated with epoxy.

12. TESTING:

All hull penetration testing, as necessary, will be done to the satisfaction of the O/R and USCG Inspector.

13. WELDING

All welding should be to the satisfaction of the O/R and USCG Inspector.

C. Repower Specifications

1. INTENTION

- a. Despite any omissions in these specifications, the plans, and other contract data, the Contractor shall furnish, without additional cost, any such labor or material required for the satisfactory removal and installations in accordance with the requirements of the USCG, best marine practice, and the Owner's requirements.
- b. These specifications do not cover every detail of the work 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 the Contractor from his obligation to make a complete and workable installation of the work described.
- c. The intent of these specification outlines the work the Contractor is to perform while the vessel is in the Contractor's yard for modifications and repairs. This Project involves the removal and installation of propulsion and auxiliary machinery (including but not limited to diesel engines, reduction gears, grid coolers and throttle controls).
- d. Contractor is to remove the existing propulsion machinery, including pneumatic shaft brake, existing grid coolers, and auxiliary generators and store for Owner's review and determination of spare parts inventory.
- e. Contractor is to accept delivery of the new machinery, set forth in Engine Specification and store in a safe, dry warehouse. Any materials needed for the repowering are to be Contractor furnished unless listed in these specifications under Owner furnished materials.
- f. Contractor is to load the removed equipment specified by the Owner on the Owner's conveyance upon completion of the modifications.
- g. The Owner will supply vessel plans for use in the equipment installation. The Contractor is to supply the necessary materials (except as noted Owner/Equipment provider furnished), equipment, labor and services to do a complete and thorough

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job of repowering the propulsion machinery. This includes but is not limited to the structure, piping, electrical, etc. as required.

- h. The General Clauses and Provisions are to be followed.
- i. Remove from the vessel any foundations, brackets, wiring, piping, etc. which will no longer be used.
- j. Prior to any work on the Vessel, Contractor is to put down walkway paper throughout the galley, companionways, and walkway between the engine room and the main access to the vessel and any other areas where there will be heavy foot traffic. Upon completion of all work, walkway paper is to be removed from the Vessel and the decks cleaned.

2. DELIVERY OF OWNER FURNISHED ITEMS

- a. Contractor to receive any and all Owner furnished materials in their yard and inventory the contents.
- b. Contractor to uncrate components, check for damage, notify Owner of arrival and/or any damage and store them in a safe and dry area until needed. No Owner furnished items are anticipated.

3. LIQUID REMOVAL

- a. Vessel will arrive at the Contractor's yard with a minimum of liquids onboard. In the event that the Project requires removal of fuel from the main fuel tanks, the Contractor is to provide pricing to pump off and on using clean transfer equipment, store in a clean receptacle inspected by Owner's representative, and return to vessel for the following:
 - 1,000 Gallons or less of Fuel Oil
- b. The Contractor is responsible for all gas freeing as stated in Section 4.4. Owner is not responsible for any cleaning of receptacle upon returning liquids to vessel.

4. GAS FREEING

- a. The Contractor is to gas free the areas of the vessel that may be affected by the work (e.g., engine room bilge) and shall procure the gas free certificate and then maintain the certificate's validity throughout the Contractor period.
- b. Contractor shall maintain the Competent Person reports daily and as required. Should the certificate and/or the competent person reports become invalid, the Contractor shall immediately gas free the Vessel and procure a new certificate at his expense.

5. ENGINE ROOM BILGES

Clean, muck out, wash and gas free bilges for hot work. The engine room bilge space shall be cleaned, prepped and painted prior to the installation of the new equipment. In the event the bilges are to become dirty, and contain fluid after repowering, the Contractor is to re-clean and wash bilges at no expense to the Owner prior to departure.

6. DRY-DOCKING

Provide tug services as necessary, line handlers, labor and equipment to block and haul vessel for vessel repowering and any necessary inspection. Upon completion of underwater repairs undock vessel and moor to a safe repair berth.

7. LAY DAYS

Provide the necessary lay days to accomplish the underwater body modifications. Provide price per day for lay days and definition how lay days are assessed It is the Contractors option to keep the vessel on or in the dry dock at his convenience to facilitate any modifications, which could be accomplished in the water. Lay day charges should not apply in this case. This arrangement is to be mutually agreed to by the Owner and the Contractor.

8. SERVICES:

Provide the vessel the following services while in the Contractor for work:

- Garbage disposal
- Shore power 480VAC, 400A, 3 Phase
- Fire watch and charged fire lines staging as necessary
- Ventilation
- Competent person daily and as required
- Two (2) gangways
- Crane and rigging services

9. ACCESS OPENINGS FOR REPOWERING

- a. Contractor shall make all the necessary removals and disconnects to the vessel to remove the existing equipment and install the new equipment as outlined in this specification.
- b. Contractor shall perform all cuts to bulkheads, decks, grating, handrails, stairs, etc., necessary to allow for access to and removal of the propulsion machinery. All cuts shall be performed in accordance with direction from O/R. Contractor to take care and layout all cuts so that they are in a neat and orderly fashion.
- c. Any load-bearing structural removals must be accounted for and proper bracing must be used. If it is determined that the propulsion machinery requires a larger opening, the Contractor will extend the cut as required to remove the engines.

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- d. All material or components removed will be taken off the vessel and stored in a secure dry location while awaiting re-installation.
- e. Contractor shall fabricate and install temporary closures to keep all the elements and Contractor generated sandblast dust and debris from entering the vessel while the modifications are taking place.
- f. Contractor shall install safety rails as necessary around any and all openings. Contractor shall take all precautions necessary to accomplish the tasks in a safe manner.
- g. Contractor to replace all interferences and removals as original, renewing any defective, missing or damaged materials. Test all piping, openings, electrical systems, etc. and prove proper operation.
- h. The Owner's representative should be consulted regarding location if any interference relocation is required.

10. CONTRACTORS PREFERRED METHOD

- a. Contractor and O/R will make the determination as to the preferred method and location of the access opening.
- b. Contractor shall prime and coat all new and disturbed areas as original using Contractor furnished paints.
- c. Second and topcoat as original using Contractor-furnished paints.
- d. Contractor will be responsible for installation and welding of all bulkheads, decks, grating, handrails, stairs, etc. that were removed during the repower process.
- e. All welding shall be in accordance with Section 2.11 - 2.13 and 4.11. Painting and preparation work shall be in accordance with Section 2.08 - 2.10 and 4.11.

11. SCOPE OF WORK

Contractor shall perform the work detailed in the following section. If modifications or changes to the scope of work is necessary, Contractor must obtain written approval from the O/R before making modifications.

a. REMOVAL OF PROPULSION MACHINERY

- 1) Contractor is to disconnect and remove the existing machinery, and related equipment as necessary from the engine room and hull.

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- 2) Contractor will provide all necessary equipment and tools to remove the machinery. Care must be taken to ensure the safety of all removed equipment which shall be in good working order when returned to the vessel upon completion of the modifications.
 - 3) Once equipment is removed the bilges shall be cleaned, prepped and painted prior to installation of new equipment.
 - 4) Proper lifting techniques and certified lifting equipment must be used.
 - 5) The shipyard or contracted rigging Service shall be responsible for unbolting of the equipment and lifting; with the goal of removing the components from the Vessel.
- b. DESTRUCTION OF PROPULSION ENGINE BLOCKS
- 1) Contractor is to remove the existing propulsion and auxiliary machinery and store for Owner's review and determination of spare parts inventory.
 - 2) Contractor shall render the engine blocks in-operable either by cutting/drilling a 3 inch by 3-inch hole in the cylinder wall or other means as approved by the U.S. EPA.
 - 3) Contractor shall provide photos of destroyed block showing serial number & a statement on Contractor letterhead stating that engine (model & serial number) were destroyed along with the method & date of destruction.
 - 4) Contractor will dispose of the engine block at the Contractor's expense. Scrap value of engine blocks should be taken into consideration of bid price.
- c. INSTALL ENGINE ROOM MACHINERY
- 1) The Contractor shall install the propulsion and auxiliary (Gen Set) machinery along with associated engine room equipment into the vessel per the manufacturer's instructions.
 - 2) Align engines, reduction gears and propeller shaft per the manufacturer's instructions.
 - 3) Secure with new foundation bolts.
 - 4) Contractor will provide a crane and rigging service to install the new equipment. Components will be delivered to the shipyard. It is the Contractors responsibility to protect the equipment until installation.
 - 5) Rig new machinery into vessel and set on foundations.

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- 6) Test fit the engines and mockup the mount locations.
 - 7) Drill mounting holes as necessary (unused existing mounting holes should be welded closed).
 - 8) Engines shall be bolted to the foundations and torqued to manufacturer's specification. New engines must be aligned to the gearboxes after the gearboxes have been aligned to the tail shafts.
 - 9) Some components may require mounting in a yet to be determined location within the engine room.
 - 10) Installation Contractor is responsible for coordinating location of any provided equipment with the Owner and/or the equipment provider
 - 11) Contractor is to provide welding, fabrication and installation services as well as required materials necessary to install components. This shall include any requirement for a stub shaft/ make up piece between the gear flange and propeller shaft, any new piping/plumbing, electrical cable that does not come with equipment and final connection hoses.
- d. EXHAUST SYSTEMS
- 1) Contractor must modify the existing exhaust systems to suit the new propulsion and auxiliary engines, as necessary.
 - 2) All components not listed under Owner Furnished Items, must be furnished by the Contractor.
 - 3) Existing mufflers/silencers are to be replaced with new units compatible to the new machinery and will be provided by the equipment Contractor.
 - 4) New mufflers/silencers shall be hospital grade to prevent noise pollution.
 - 5) Exhaust lagging/insulation shall be replaced with new material on any new piping or areas requiring modification.
- e. COOLING SYSTEMS
- 1) Contractor must modify the existing engine cooling systems to suit the new propulsion and auxiliary engines, as necessary. This shall include but is not limited to the installation of new grid coolers.
 - 2) All components not listed under Owner Furnished Items, must be furnished by the Contractor.

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- 3) Existing piping may need to be replaced or modified to be compatible to the new machinery.
- 4) Once grid coolers are installed and piping modifications are completed the system shall be pressure tested to the satisfaction of Owner/equipment vendor and USCG.

f. FUEL SYSTEMS

- 1) The Contractor shall modify the fuel systems to accept the new propulsion engines.
- 2) All components not listed under Owner Furnished Items, must be furnished by the Contractor.
- 3) Installation contractor is required to provide USCG approved hoses for final connection between hard pipe and engine fittings.

g. ELECTRICAL SYSTEM

- 1) Contractor shall remove, reinstall/modify existing electrical system, as required. This shall include but is not limited to new batteries, new battery cables, and cables connecting generator to the distribution panel.
- 2) This shall also include pulling and running any required control or monitoring wiring for the engines and/or control systems. (Control and monitoring wire shall be provided by the equipment vendor)
- 3) The equipment vendor shall provide assistance and guidance for engine or control system wire runs.

h. OTHER SYSTEMS

Contractor shall remove, reinstall/modify any other systems, as required. This shall include but is not limited to the pneumatic shaft break.

i. PAINT AND FINISH

The Contractor must paint and finish the work to existing vessel standards and specifications. Hull Paint Specifications are:

- Surface Prep – SSPC-SP10
- Primer -2 coats Ameron 235 5 mils

j. SEA TRIALS

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- 1) Sea Trials shall be conducted in accordance with the procedures and requirements established in Section A.12 of this specification.
- 2) All sea trails shall meet with the approval of the OR and USCG inspector.

D. INSTALLATION ASSISTANCE

At a minimum, the **engine manufacturer (Equipment Supplier)**, and as necessary the gearbox manufacturer, representatives will provide the following services in support of installation:

1. Equipment FOB delivery to the Owner's preferred location
2. Provide a torsional vibration analysis
3. Oversee installation and alignment
4. Start-up and Commissioning
5. Sea Trials to satisfaction of Vessel Owner's representative and USCG.

E. SCHEDULE

1. The repowering of this vessel must be complete by March 10, 2020.
2. The Installation Contractor is responsible for penalty payments should delivery extend beyond March 10, 2020.
3. Engine supplier (Bay Diesel Corporation) 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.
4. Time is of the essence, so earlier delivery is acceptable but not before January 1st.

III. TYPE OF CONTRACT, PAYMENTS, AND PERIOD OF PERFORMANCE

- A. COG intends to award a fixed price contract for Installation 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 II.A-C.**
- B. The Contract will have a not-to-exceed amount equal to the selected Proposer's best and final cost estimate to supply the installation 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 the installation pricing to be competitive with prior experience.

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- 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 II.A.9**.
- 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 work 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 III.
- I. Payments for the installation 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.

IV. 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

V. 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 repowering diesel engines on marine passenger vessels with replacement engines comparable with the existing engines; 2) experience in training and ability to provide on-going support; and 3) the ability to provide the specified labor to complete the repowering work.
2. Proposer must describe fully its company's supplies, personnel and capabilities to supply the required labor and complete the work.
3. Proposers must describe fully any proposed entities that will be involved in supplying the labor and necessary 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 the timeline for the stated Project in terms of weeks from approval of a Notice to Proceed. This may also be supplemented with a calendar date.
2. 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 IX**.

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

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(minimum of 3 references) on Attachment C.

2. Preferred references will be from recent installation 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

1. Proposers must provide a price for installation of all the engines and equipment needed to complete the Project.
2. In the event that the Total Price proposed exceeds the available funding, Proposer must provide detailed itemized costs for all 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.
3. 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.

VI. 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	25
2. Experience of Proposer(s) in providing engines and equipment for vessel repower jobs	20
3. Demonstrated ability to provide required support services and ability to meet the Schedule	40
4. DBE Participation	15
Maximum Total Points	100

VII. 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 stated Project.
- C. 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 Ownership (please note only **DBE** certifications will be accepted by COG for this purpose – MBE and other designations are not acceptable as DBE’s).
- D. 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.
- E. 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.
- F. 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:

<u>PARTICIPATION</u>	<u>POINTS</u>
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 #	
SubProposer:		
Address:		
Certifying State:	DBE Certification #	

- G. 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.
- H. Firms may be required to report, through COG’s DBE reporting website and monthly compliance emails, their progress in achieving their DBE goals.
- I. 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 status 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.

VIII. WARRANTIES

Proposer warrants the services, craftsmanship 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

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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. 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.

- B. Warranty service shall be performed at the vessel's homeport in Washington, DC if possible 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.

IX. 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 prior to the deadline.

- 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/.

- D. It is the Proposers responsibility to find and acknowledge all addenda.

- E. Proposers are not to contact the owner directly.

X. 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 Wednesday, October 16, 2019 at 10:00 a.m. EDT.

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- B. Safety equipment, such as hardhats and safety glasses, will be provided. This meeting will include an opportunity to inspect the marine vessel.

XI. 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://mwcog.net>.

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

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.

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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 MWCOG 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 MWCOG on the PENDING SOLICITATIONS page.

- b. Please do not wait until the last moment to register. If problems occur during registration please contact COG's provider at customerservice@eepex.com and cc: purchasing@mwkog.org
- c. Please name the file using the RFP number and the firm name.
- 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, Thursday, October 31, 2019.

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RFP 20-006 Response Form (1 of 3)

Itemized Pricing Sheet

Description	Cost
1 Base Installation Cost including labor	
2 General Services (fire protection, floor covering, etc)	
3 Haul out (drydocking), relaunch, and lay days	
4 Shore power services	
5 Gas freeing of required spaces	
6 Fuel removal and storage	
7 Welding – access cuts out and reinstallation.	
8 Propulsion and Auxiliary engine and reduction gear removal and installation	
9 Grid cooler removal and installation	
10 Electrical modifications and wire runs	
11 Plumbing (piping modifications, hoses, hose installations, exhaust modification etc.)	
12 Painting	
13 Sea Trails	
14 Other	
Total Cost Delivered	

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RFP 20-006 Response Form (page 2 of 3)

Proposer's Check List and Required Forms –

ITEM	YES	NO
<ul style="list-style-type: none"> • Attachment A – Acknowledge and accept Terms and Conditions (If NO- Exceptions should be noted on a separate sheet) 	___	___
<ul style="list-style-type: none"> • Attachment B – Certification Regarding Debarment 	___	___
<ul style="list-style-type: none"> • Attachment C – References 	___	___
<ul style="list-style-type: none"> • 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) 	___	___
<ul style="list-style-type: none"> • 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 ___

Others _____

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RFP 20-006 Response Form (page 3 of 3)

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 CONTRACTOR 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 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTORS 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 CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.* apply to this certification and disclosure, if any.

Authorized Official Signature of CONTRACTOR

Authorized Official Name of CONTRACTOR

Authorized Official Title of CONTRACTOR

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

1. The CONTRACTOR 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 CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
2. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The CONTRACTOR agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as

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required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

3. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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

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CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or to the extent the Federal Government deems appropriate.

2. The CONTRACTOR 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 CONTRACTOR, to the extent the Federal Government deems appropriate.
3. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR fails to perform in the manner called for in this Contract, or if the CONTRACTOR 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 CONTRACTOR setting forth the manner in which the Contract is in default. The CONTRACTOR 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

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by COG that the CONTRACTOR had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the CONTRACTOR, COG, after setting up a new delivery of performance schedule, may allow the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

4. In the event COG elects to waive its remedies for any breach by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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:

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- 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to comply with apprenticeship. In addition, the CONTRACTOR 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 CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
3. The CONTRACTOR 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 CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the CONTRACTOR 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 CONTRACTOR, and the CONTRACTOR shall accept the decision.
2. **Performance During Dispute.** Unless otherwise directed by COG, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 (thumb drives) 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the CONTRACTOR for the purpose of securing business.

S. **Indemnification.**

The CONTRACTOR, acting as an independent CONTRACTOR, 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 CONTRACTOR, 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 [CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, COG's policies and procedures shall govern every aspect of the CONTRACTOR 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 CONTRACTOR and potential CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or _____ shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONTRACTOR 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 CONTRACTOR receiving more than \$750,000 in federal funds. At a minimum, the CONTRACTOR is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The CONTRACTOR 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 CONTRACTOR's annual gross revenues; and
 - ii. the CONTRACTOR's annual gross revenue from federal awards is \$25 million or more; and
 - iii. the CONTRACTOR'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 _____

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4) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____

5) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____