

# **Request for Proposal**

## **MV Emerald Star Repower Project**

### **John Deere 6068AFM85-M3 (or equivalent) Propulsion Engines**

#### **1.0 Introduction**

Seattle Lakes Cruises LLC ("SLC") is seeking solicitations for bids to replace the main engines and gears on the passenger vessel MV Emerald Star.

The MV Emerald Star is a twin screw, passenger vessel built by Skipperliner Marine, La Crosse, WI in 1996-1997. Please see the specification sheet for the vessel (Appendix C).

- Existing installed engines (2) are Detroit Model 6-71-TI turbocharged 6 cylinder marine diesel engines.
- Existing installed gears (2) are ZF Model IRM-301A 2.90/1.00 hydraulic reduction gears.

#### **2.0 Engine Definition**

This solicitation is to acquire and install

- Two (2) John Deere 6968 AFM M85 M-3 (or equivalent), Tier 3 or better compliant marine propulsion engines.
- Two (2) compatible ZF or Twin Disc 2.90/1.00 hydraulic reduction gears.

The engines must be EPA certified and compliant at the applicable marine engine Tier level. All bids must be firm fixed price and inclusive of all materials, labor, freight, delivery of equipment and installation. Engine installation will be performed by a qualified shipyard/installer and is part of this Request for Proposal (RFP).

Engines must be in new condition and have manufacture dates of January 2018 or later.

Engine delivery is requested to be FOB destination to a shipyard in Puget Sound, Washington, United States.

### 3.0 Compliance

Funding for the project is provided in part by an Environmental Protection Agency, National Clean Diesel Program grant that will be administered by the Puget Sound Clean Air Agency (PSCAA). Interested parties must review and comply with the following requirements:

#### 3.1 Compliance with EPA provisions

Selected bidders must comply with the provisions of U.S. Environmental Protection Agency cooperative agreement. Relevant grant pass-through requirements include:

Comply with EPA grant Requirements General Terms and Conditions 33, “No Trafficking in Persons.” The Selected bidder on this project must and its employees, may not

- 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 2) Procure a commercial sex act during the period of time that the award is in effect; or
- 3) Use forced labor in the performance of the award or sub-awards under the award.

#### 3.2 Compliance with Clean Air Agency provisions

Selected bidders must comply with provisions of Sub-Recipient Contract between SLC and the PSCAA including:

Section 11. “Right of Inspection”. The Selected Bidders will provide right of access to its facilities to the PSCAA, or any of its officers, or to any other authorized agent or official of the federal government, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

Section 22 “Certification regarding Debarment”. The Selected Bidders for this RFP must certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Selected Bidders also agree to include the above requirements regarding debarment in all subcontracts into which it enters. Selected Bidders will immediately notify SLC if, during the term of this contract, the Selected Bidders become debarred.

Section 23. "Nondiscrimination". During the performance of this contract, the Selected Bidder will comply with all federal and state nondiscrimination laws, regulations and policies. In the event of Selected Bidder's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and Selected Bidder may be declared ineligible for further contracts with the PSCAA. Selected Bidder will, however, be given a reasonable time in which to remedy this noncompliance.

Section 24. "Title VI." During the performance of this contract, Selected Bidder, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations

Selected Bidder will comply with the Regulations relative to non-discrimination in federally assisted programs of EPA, Title 40, Code of federal Regulations, part 7, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Non-discrimination

The Selected Bidder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Selected Bidder will not participate either directly or indirectly in the discrimination prohibited by the Regulations.

C. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Selected Bidder for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier will be notified by the Selected Bidder of the Selected Bidder's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports

The Selected Bidder will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Selected Bidders is in the exclusive possession of another who fails or refuses to furnish this information, the Selected Bidder will so certify to the Agency or EPA, as

appropriate, and will set forth what efforts it has made to obtain the information.

**E. Sanctions for Non-compliance**

In the event of the Selected Bidder's non-compliance with the non-discrimination provisions of this contract, the Agency will impose such sanctions as it or EPA may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Selected Bidder under the contract until the Selected Bidder complies, and/or (b) cancelling, terminating, or suspending of the contract, in whole or in part.

**3.3 Other requirements include:**

Termination. SLC may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to Selected Bidder of such termination and by specifying the effective date of the termination. Upon termination of this contract, SLC in addition to any other rights provided in this contract, may require the Selected Bidder to deliver to SLC any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

SLC will pay to the Selected Bidder the amount agreed upon by the Selected Bidder and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the SLC unless the termination is for default, in which case the SLC will determine the extent of the liability of SLC. SLC may withhold from any amounts due the Selected Bidder such sums as the SLC determines to be necessary to protect SLC against potential loss or liability.

For a copy of either the EPA grant or the Sub-recipient agreement between SLC and the PSCAA please contact Hilton Smith [hilton@waterwayscruises.com](mailto:hilton@waterwayscruises.com) or 206-999-2500.

**4.0 Delivery**

Engine delivery at a TBD Puget Sound, Washington shipyard/installer is preferred by September 20, 2019.

**5.0 Proposal Due Date**

The due date for receiving your proposal is June 14 @ 5:00 pm PDT. Proposals received after the due date will not be accepted.

## **6.0 Warranty**

Products must be warranted to be defect free and perform per specifications for a minimum of one year and on-site service must be provided for any warranty service. Any deviations to this warranty must be clearly identified.

## **7.0 Proposal Evaluation Criteria**

SLC will evaluate the proposals and award points (100 points maximum) based on the following criteria:

1. Level of qualification – experience, knowledge and availability of qualified personnel and equipment. Length of time in business.  
(Total points possible – 10)
2. Responsiveness to the RFP – understanding the project, project purpose, and importance of the project.  
(Total points possible – 15)
3. Technical Performance – the ability of the products and services to meet the technical requirements of the project and the installation to be completed on time.  
(Total points possible – 35)
4. Total Budget Proposed – the proposed cost of the project, including total costs and lifecycle costs and the installation to be completed at the cost proposed..  
(Total points possible – 40)

## **8.0 Award Timeline**

SLC's expectation is to award a contract for the subject equipment on or before July 31, 2019. Please note that the costs of preparing the proposal and of negotiating the contract are not reimbursable and SLC is not bound to accept any of the proposals submitted. SLC is not bound to issue a contract related to this solicitation.

Activity to prepare the solicitation response will not be reimbursed.

## **9.0 Proposal Format**

Proposals need to specify the following:

- Engine specifications.
- Gear specifications.

- Description of other equipment and supplies.
- Description of the existing engine/gear removal process and new engine/gear installation process.
- Description of all warranties to be provided by the engine manufacturer and shipyard/installer.
- Delivery date of engines to shipyard/installer.
- Date of vessel delivery to shipyard/engine installer.
- Date of completion of work by shipyard/engine installer.
- Date of sea trial and inspection by USCG.
- Date of redelivery of vessel to SLC.
- Complete cost breakdown for all equipment and services provided including WSST.
- Amount and dates of payments required to be made by SLC.
- Status as to and your utilization of Small, Minority and Women's Business Enterprises for this solicitation.

The proposal must be valid for a minimum of 90 days.

Failure to comply with these guidelines may result in the proposal judged to be non-responsive.

## **10.0 Payment Terms**

Payment terms will be as follows:

- 10% on signing of purchase order;
- 30% on delivery of engines/gears to shipyard/installer;
- 35% upon completion of installation of engines/gears, sea trial and inspection by the USCG and redelivery of vessel to SLC.
- 25% 60 days following upon completion of installation of engines/gears, sea trial and inspection by the USCG and redelivery of vessel SLC.

Proposals may contain alternative payment terms.

## **11.0 Proposal Submission**

Proposals should be delivered on or before June 14 @ 5:00 PM to:

Hilton Smith

Seattle Lakes Cruises LLC

Email: [hilton@waterwayscruises.com](mailto:hilton@waterwayscruises.com)

Physical Address:  
2441 N. Northlake Way  
Seattle, WA 98103

Mailing Address:  
2441 N. Northlake Way  
Seattle, WA 98103

## **11.0 Contacts**

Questions should be addressed to:  
Hilton Smith, Founder/CFO  
Email: [hilton@waterwayscruises.com](mailto:hilton@waterwayscruises.com)  
Phone: 206-999-2500.