

**Request for Proposal
Centerline Logistics
Tug CE Repower Project
Cummins KTA-38-M0 Main Engines 2 Ea.**

1.0 Introduction

Olympic Tug and Barge is seeking solicitations for bids to replace the Tier 1 rated main engines on our Tug CE to Tier 3 rated main engines.

The Tug CE is a twin screw, 2000 HP wire tow vessel built by Main Iron Works, in Houma, LA. Please see the specification sheet for the vessel (Attachment A). Existing installed main engines are:

Type	Manufacturer	Model	Serial Number
Main Engine	Cummins	KTA-38-M0	25314839
Main Engine	Cummins	KTA-38-M0	25312572

2.0 Engine Definition

This solicitation is to acquire 2 ea.1000 Hp continuous rating, Tier 3 or better compliant marine propulsion main engines.

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, and delivery of equipment. Engine controls for 3 control stations shall be included in the bid. Engine installation will be performed by a qualified shipyard and is not part of this Request for Proposal (RFP). Technical support during installation and commissioning shall be include in the bid. Engines must be in new condition and have manufacture dates of January 2017 or later. Engine delivery is requested to be at Olympic Tug and Barge in Seattle, WA.

The bidder must commit to using the best achievable technology for this project and complete a BAT analysis following the requirements of Attachment B as part of this request for proposal. The BAT analysis must have EPA approval before any engine purchases are made.

3.0 Compliance

Funding for the project is provided in part by the Environmental Protection Agency and the Washington State Department of Ecology. The funding for this project is part of

Grant No. OTGP-2020-PSCAA-00024. The grant will be administered by the Puget Sound Clean Air Agency. A copy of the grant and the contract between Centerline Logistics/Olympic Tug and Barge and the Puget Sound Clean Air Agency is available upon request. Interested parties must review and comply with the following requirements:

3.1 Compliance with Clean Air Agency provisions

Selected bidders must comply with the following provisions of Sub-Recipient Contract between Olympic Tug and Barge and the Puget Sound Clean Air Agency.

Section 3, Task 13 “Comply with Ecology Grant requirements” For the purpose of this request for proposal, the bidder is the contractor:

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- 1) The RECIPIENT/CONTRACTOR, by submitting a bid, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.***
- 2) The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.***
- 3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.***
- 4) The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.***
- 5) The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION,***

DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 6) Pursuant to 2 CFR 180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.*
- 7) RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.*
- 8) RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.*

B. COMPLIANCE WITH ALL LAWS

Contractor agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- 1) Contractor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- 2) Contractor agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- 3) Contractor certifies full compliance with all applicable state industrial insurance requirements.
- 4) Contractor agrees to secure and provide assurance to Ecology that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. Contractor must include time in their project timeline for the permit and approval processes.

Ecology shall have the right to immediately terminate for cause this Agreement as provided herein if the Contractor fails to comply with above requirements. If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

C. KICKBACKS

Contractor is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

E. RECORDS, AUDITS, AND INSPECTIONS

Contractor shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished. All records shall:

- 1) Be kept in a manner which provides an audit trail for all expenditures.
- 2) Be kept in a common file to facilitate audits and inspections.
- 3) Clearly indicate total receipts and expenditures related to this Agreement.
- 4) Be open for audit or inspection by Ecology, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

Contractor shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

Ecology reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to Ecology and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

Contractor shall provide right of access to Ecology, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

F. THIRD PARTY BENEFICIARY Contractor shall ensure that in all subcontracts entered into by the Contractor pursuant to this Agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

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 Agency. 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.

3.2 Other requirements include:

Termination. Olympic Tug and Barge 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, Centerline Logistics, in addition to any other rights provided in this contract, may require the Selected Bidder to deliver to Olympic Tug and Barge any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

Olympic Tug and Barge 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 Centerline Logistics, unless the termination is for default, in which case Olympic Tug and Barge will determine the extent of the liability of Centerline Logistics. Olympic Tug and Barge may withhold from any amounts due the Selected Bidder such sums as Olympic Tug and Barge determines to be necessary to protect Olympic Tug and Barge against potential loss or liability.

For a copy of either the EPA grant or the Sub-recipient agreement between Olympic Tug and Barge and the Puget Sound Agency please contact Ravi Sekhon @ (206)550-7659, rsekhon@centerlinelogistics.com or Don Jeske @ (206)715-6082, djeske@centerlinelogistics.com

4.0 Delivery

Engine delivery at Olympic Tug and Barge Seattle, Washington is preferred by June 1st, 2020.

5.0 Proposal Due Date

The due date for receiving your proposal is February 24th, 2020, 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 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

Olympic Tug and Barge 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.
(Total points possible – 50)
4. Total Budget Proposed – the proposed cost of the project, including total costs and lifecycle costs.
(Total points possible – 25)

8.0 Award Timeline

Our expectation is to award a contract for the subject equipment by March 2nd, 2020. Please note that the costs of preparing the proposal and of negotiating the contract are not reimbursable and Olympic Tug and Barge is not bound to accept any of the proposals submitted. Olympic Tug and Barge 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 Lead Time: _____

Payment Terms – please specify

Your status as 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 your proposal judged to be non-responsive.

10.0 Proposal Submission

Proposals should be delivered to:

Don Jeske

Centerline Logistics

Email: djeske@centerlinelogistics.com

Physical Address:

910 SW Spokane St

Seattle, WA 98134

Mailing Address:

910 SW Spokane St

Seattle, WA 98134

11.0 Contacts

Questions should be addressed to:

Don Jeske: Port Engineer

Centerline Logistics

djeske@centerlinelogistics.com

(206)715-6082

Aaron Thompson: Project Engineer

Centerline Logistics

athompson@centerlinelogistics.com

Attachment A

CE



OFFICIAL #:

1229479



**910 SW Spokane Street
Seattle, WA 98134**

www.harleymarine.com

MAIN PARTICULARS:

Built:	2010
Builder:	Houma, LA - Main Iron Works
Service Class:	Harbor Conv. T/S
Call Sign:	WDI5089
Class:	ABS Load Line

DIMENSIONS:

Gross Tonnage:	118 GRT
Net Tonnage:	80 NRT
Length:	92.2 ft.
Beam:	30 ft.
Depth:	12 ft.
Draft Light:	N/A
Draft Loaded:	10 ft.
Height of Eye:	42 ft.
Air Draft:	48 ft.

CAPACITIES:

Fuel:	54,834 gallons
Water:	22,321 gallons
Lube:	1,576 gallons
Hydraulic:	N/A

MACHINERY:

Main Engines:	(2) Cummins KTA 38 M1 Tier 3 2,000 HP and 1,800 RPM
Z Drives:	N/A
Reduction Gears:	Twin Disc MG 5321 DC
Ratio:	TD 6.39:1
Propellers:	72 in. x 60 in.
Auxiliaries:	(2) Northern Lights M65C3; 65kw @ 1800 RPM

PERFORMANCE:

Bollard Pull Ahead:	Estimated 23 short tons
Bollard Pull Astern:	N/A
Range:	N/A

DECK GEAR:

Towing Winch:	Intercon DW175 air hydraulic double drum
Tow Wire:	3,000 in. of 1.75 in.
Bow Winch:	N/A
Bow Wire:	N/A

NOTES:

Combination of rubber tires, rubber laminate fenders, and formed split pipe rub rails.

Attachment B

EPA Best Achievable Technology Analysis

Best Achievable Technology: All new nonroad and locomotive engines are now manufactured to meet the EPA Tier 4 standards. All new Category 1 and 2, 804 horsepower and above marine engines are now manufactured to meet the EPA Tier 4 standards. Applicants must commit to using the best achievable technology for the project. Applicants replacing these nonroad, marine, and locomotive engines are expected to use Tier 4 engines if Tier 4 engines with the appropriate physical and performance characteristics are available. If selected for funding, applicants will be required to submit a best achievable technology analysis to EPA for approval before Tier 3 or Tier 4i engines can be purchased.

1. **Application Requirements:** Applicants must commit to using Tier 4 engines if Tier 4 engines with the appropriate physical and performance characteristics are available. Applicants anticipating the use of Tier 3 or Tier 4i engines should discuss their rationale for proposing Tier 3 or Tier 4i engine replacements in Section 1 of their project narrative.
2. **Best Achievable Technology Analysis Requirements:** If selected for funding, applicants will be required to submit a best achievable technology analysis to EPA for approval before Tier 3 or Tier 4i engines can be purchased, as defined below. This analysis is not required at the time of grant application submittal to EPA but is required before Tier 3 or Tier 4i engines can be purchased with grant funds. Costs for engineering analysis may be included in the project budget.
 - a. The analysis must be prepared by the engine manufacturer or installer.
 - b. Using good engineering judgment, the engine manufacturer or installer must determine that no engine certified to Tier 4 is produced by any manufacturer with the appropriate physical or performance characteristics to repower the equipment.
 - c. If the engine manufacturer or installer determines that no engine certified to Tier 4 is available with the appropriate performance characteristics, explain why certified Tier 4 engines produced by them and other manufacturers cannot be used as a replacement because they are not similar to the engine being replaced in terms of power or speed.
 - d. If there are available engines with the appropriate performance characteristics but the engine manufacturer or installer determines that no engine certified to Tier 4 is available with the appropriate physical characteristics, explain why certified engines produced by them and other manufacturers cannot be used as a replacement because their weight or dimensions are substantially different than those of the engine being replaced, or because they will not fit within the equipment's engine compartment.
 - e. In evaluating appropriate physical or performance characteristics, the engine manufacturer or installer may account for compatibility with equipment components that would not otherwise be replaced when installing a new engine, including but not limited to transmissions or reduction gears, drive

- shafts, cooling systems, operator controls, or electrical systems. If the engine manufacturer or installer makes their determination on this basis, they must identify the equipment components that are incompatible with engines certified to Tier 4 and explain how they are incompatible and why it would be unreasonable to replace them.
- f. Identify the proposed Tier 3 or Tier 4i engines to be used and discuss the physical and performance characteristics of the engines that will ensure compatibility with the existing equipment. Quantify proposed emission reductions, PM cost effectiveness and NOx cost effectiveness for the proposed options.
 - g. DERA project eligibility or approval does not supersede any regulatory requirements for equipment owners, operators, manufacturers, installers and others, including but not limited to 40 CFR §1068.240, §1042.615, and §1033.601.