

**Request for Proposal  
Western Towboat  
West Point Repower Project**

**1.0 Introduction**

Western Towboat Co. is seeking solicitations for bids to replace the 1 pre-Tier 0 generator on our Tug West Point to Tier 3 rated generator.

The West Point is a 60'x22'x10' harbor tractor tug with Ulstein Z-drive propulsion units input RPM is 1800 max. Vessel works continuous duty towing loaded barges as well as preforms harbor assist work throughout the Puget Sound area.

Existing installed auxiliary power generation engine is:

Type	Manufacturer	Model	Serial Number
Main Engine	Caterpillar	3304	Available upon request

**2.0 Engine Definition**

This solicitation is to acquire 1 ea. 100HP- 90KW, Tier 3 or better compliant marine Auxiliary power engine and generator.

The engine 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 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 included in the bid. Engines must be in new condition and have manufacture dates of 2018 or later. Engine delivery is requested to be at Western Towboat Co. 617 NW 40<sup>th</sup> Street Seattle, WA 98107.

**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 and Grant .DE-01J40801. The grant will be administered by the Puget Sound Clean Air Agency. A copy of the grants and the contract between Western Towboat Co. 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 Western Towboat Co. 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. Western Towboat Co. 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, Western Towboat Co., in addition to any other rights provided in this contract, may require the Selected Bidder to deliver to Western Towboat Co. any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

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

For a copy of either the EPA grant or the Sub-recipient agreement between Western Towboat Co. and the Puget Sound Agency please contact Russell Shrewsbury Email- [Russ@westerntowboat.com](mailto:Russ@westerntowboat.com) or office phone 206-789-9000

#### **4.0 Delivery**

Engine delivery at Western Towboat Seattle, Washington is preferred by September 1st, 2020.

#### **5.0 Proposal Due Date**

The due date for receiving your proposal is April 04<sup>th</sup>, 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**

Western Towboat Co. 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 – 10)
3. Technical Performance – the ability of the products and services to meet the technical requirements of the project.  
(Total points possible – 40)
4. Total Budget Proposed – the proposed cost of the project, including total costs and lifecycle costs.  
(Total points possible – 40)

## **8.0 Award Timeline**

Our expectation is to award a contract for the subject equipment by April 14<sup>th</sup>, 2020. Please note that the costs of preparing the proposal and of negotiating the contract are not reimbursable and Western Towboat Co. is not bound to accept any of the proposals submitted. Western Towboat Co. 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:

Russell Shrewsbury

Western Towboat Co.

Email: [Russ@westerntowboat.com](mailto:Russ@westerntowboat.com)

Physical Address:

617 NW 40<sup>th</sup> Street

Seattle, WA 98107

Mailing Address:

617 NW 40th Street

Seattle, WA 98107

## **11.0 Contacts**

Questions should be addressed to:

Russell Shrewsbury -info listed above.