

Date: October 19, 2011



City of Portland, Oregon

RFP No. 113535

**REQUEST FOR PROPOSALS  
For  
CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS**

**PROPOSALS DUE: January 11, 2012 by 2:00 p.m.**

**Submit one (1) complete original printed copy, eleven (11) copies, one (1) electronic copy in PDF format submitted on CD or USB flash drive, one (1) complete Redacted for Public Disclosure Copy and one (1) electronic Redacted for Public Disclosure Copy in PDF format submitted on CD or USB flash drive to:**

Celeste King  
Procurement Services  
1120 SW Fifth Avenue, Room 750  
Portland, Oregon 97204  
Celeste.king@portlandoregon.gov

**Refer questions to:**

Celeste King  
Procurement Supervisor  
Procurement Services  
Phone: (503) 823-4044  
Fax: (503) 865-3477 Email: celeste.king@portlandoregon.gov

## PROPOSAL TERMS AND CONDITIONS

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER** - All respondents must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with the Procurement Services, City of Portland, prior to contract execution.

**SUSTAINABLE PROCUREMENT:** The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website:

<http://www.portlandonline.com/auditor/index.cfm?c=26818>).

As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts. While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; reducing air, water, and land pollution; building and maintaining high-performance green buildings; reducing the use of materials toxic to the environment and human health; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

**BUSINESS LICENSE AND REGISTRATION** – Successful Proposers shall obtain a current City of Portland Business License, and shall be in compliance with regulations regarding conducting business in the State of Oregon prior to execution of this contract and commencement of the work.

**ADDENDUMS** - If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the bidders, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing bids, Saturday, Sunday, and legal holidays not included, shall be binding upon the bidder. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract.

**COST OF RESPONDING** This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

**LATE PROPOSALS** Proposal responses received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering bids to the Procurement Services. It is the responsibility of the proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

**CANCELLATION** The City of Portland reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews does not obligate the City to award a contract.

**REJECTION OF PROPOSALS** The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so.

**GOVERNING LAW** - The provisions of any contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of

Oregon shall be followed with respect to this contract. In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. These requirements may be found on the City of Portland's Procurement Services website:

<http://www.portlandonline.com/omf/index.cfm?c=27353&>.

Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

**AMERICANS WITH DISABILITIES ACT COMPLIANCE** – Respondents agree that if awarded a contract, the successful Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the Procurement Services, (503) 823-6855, or TDD (503) 823-6868, at least two (2) business days prior to the required assistance.

**SPECIAL CONDITIONS** – Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

**PUBLIC RECORDS:** Any information provided to the City pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws ORS 192.410 to 192.505 and 5.33.470.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.). A summary of the redactions shall be placed with the redacted version of the proposal response.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law.

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the city for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

**ORAL INSTRUCTIONS** - Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective bidders shall not bind the City. Any changes or revisions to the specifications shall be binding only if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

**TAXES** - Taxes, whether State or Federal, shall not be included in the offered prices. A tax exemption certificate will be provided by the City upon request.

# PART I PROPOSAL REQUIREMENTS

## SECTION A GENERAL INFORMATION

**1. SCOPE OF WORK** Portland Fire & Rescue (PF&R) is seeking proposals from qualified shipyards with demonstrated experience in detailed design and construction of high speed aluminum vessels. PF&R proposes to engage the contractor for the following services: Detailed design and construction of two (2) 50’x16’, 40+ knot, 6,000 GPM, NFPA Type III Fast Attack Fireboats in accordance with the SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1) referenced herein as the SPEC.

The successful contractor will be expected to enter into a not-to-exceed Equipment and Services Contract with the City (reference Exhibit A).

### **2. PROPOSAL INVITATION**

This document constitutes an invitation for sealed competitive proposals under Portland City Code Chapter 5.33. This RFP is for the City of Portland, as directed by the PF&R as identified herein in accordance with the requirements and provisions herein.

## SECTION B WORK REQUIREMENTS

**1. INTENT OF SPECIFICATIONS** The intent of these specifications is to provide the City with two (2) fully operational Fireboats that meet the requirements of these specifications. Offerors shall include in their offers all costs for all components and labor necessary to ensure that the fireboats are fully operational, regardless of any apparent omission of any particular component of these specifications.

In the event that an Offeror believes that the City has omitted an important component of any item identified in this RFP, it shall bring that matter to the attention of the City during the period of time available for requesting clarification [as indicated in Proposal Terms and Conditions] or protesting the City’s bid specifications [reference Section II.A.4]. These specifications shall become binding, and shall be considered part of the contract between the City and the successful Offeror(s).

### **2. TECHNICAL OR REQUIRED SERVICES**

The successful Contractor will perform the tasks and services and provide the equipment as identified in the SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1), Exhibit C for these vessels. The Contractor shall be expected to work closely with designated City of Portland PF&R personnel to accomplish the goals, perform the tasks and services, account for the inspections, and provide the equipment and training as indicated.

The selected contractor will perform the tasks listed in the SPEC for this project. The contractor shall be expected to work closely with designated City of Portland PF&R bureau personnel to accomplish the goals and perform the tasks as listed below:

- a. PHASE I – Develop the detailed design of the vessels by creating the required Working Plans and any other drawings or calculations deemed necessary by the shipyard to predict final weight and speed performance of the vessel.
- b. PHASE II – Construct, test, and deliver two fireboats and train the crew in their operations and maintenance.

In addition to the above noted SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1), the following will be considered a part of this requirement for the procurement of each vessel:

a. **FINAL INSPECTION** For each vessel, the successful bidder shall provide for one (1) final inspection for two (2) PF&R representatives when the vessel is complete and ready for PF&R to conduct a final in-factory inspection and test. PF&R shall not accept any vessel with any deficiencies noted at the final inspection that are not corrected.

b. **FACTORY RE-INSPECTION** An additional, in-factory final all-expense paid (air travel, meals, hotel, etc.) re-inspection shall be provided by the bidder for one (1) PF&R representative if two (2) major specification deficiencies are detected during the scheduled, final vessel inspection. Major specification deficiencies include those which restrict or impede vessel drivability or operational capability as specified, or deficiencies which will not allow the inspection process to be completed. These expenses are in addition to those required in Appendix A of the SPEC.

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- c. **DELIVERY** The vessel shall be delivered from the point of manufacture to PF&R in the water at the dock at Fire Station 6, 3660 NW Front Avenue, Portland OR 97210. A qualified delivery person representing the Contractor shall deliver the vessel.
- d. **TRAINING** All training is to be delivered according to the SPEC832/3.

**3. SILENCE OF SPECIFICATION** The silence of this specification as to any detail, or the omission from this specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial and NFPA 1925 compliant practices are to prevail and that only materials and workmanship of first quality are to be used.

**4. NEW/LATEST MODEL** Equipment, parts and materials must be new or the most current model and meet the specifications. Surplus, remanufactured and used products are prohibited unless expressly stated otherwise in the specifications. All equipment listed in this RFP shall be of current model unit, designed and built for fire service and shall embody the latest approved commercial marine engineering practices and standards. Current model means: the model being manufactured at the time of receipt of the award or any subsequent year model manufactured during the time the contractor has to make delivery under the contract. Offers will be considered for equipment that meets or exceeds the bid specifications. All components of the vessel not specifically covered within these specifications shall be within the manufacturer's rated loading or capacity for the loads imposed.

**5. WORK PERFORMED BY THE CITY** PF&R shall make available sufficient hours of staff personnel as is required to provide such information, plan review and construction oversight as required. PF&R has assigned a project manager who will oversee the work and provide support as needed.

Other specific duties the City will perform include:

- a. Provide the Owner Furnished Equipment (OFE) as described in the SPEC.
- b. Meet with, discuss via telephone, and/or respond by e-mail the answer to any question or clarification to any ambiguity the successful Contractor may have, review and approve drawings, calculations, change-orders, perform inspections, attend sea trials and perform final inspections in a timely manner so as not to cause a construction delay.

**6. DELIVERABLES AND SCHEDULE**

Deliverables shall be considered those tangible resulting work products which are to be delivered to PF&R such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Deliverables and schedule for this project shall include:

|    |   |                                     |
|----|---|-------------------------------------|
| a. | Acceptance of Phase I – Pre-Production Engineering & Detail Design              | 90 days following Notice to Proceed |
| b. | Fully Executed Purchase Order for Main Engines, Water Jets, Fire Pumps - Hull 1 | 30 days following Item a            |
| c. | Fully Executed Purchase Order for Main Engines, Water Jets, Fire Pumps - Hull 2 | 30 days following Item b.           |
| d. | Completion of Major Aluminum Work (Hull & Superstructure) - Hull 1              | 420 days following Item b.          |
| e. | Completion of Major Aluminum Work (Hull & Superstructure) - Hull 2              | 600 days following Item c.          |
| f. | Acceptance of Preliminary Alignment of Propulsion & Pumping Equipment – Hull 1  | 90 days following Item d.           |
| g. | Acceptance of Preliminary Alignment of Propulsion & Pumping Equipment – Hull 2  | 90 days following Item e            |
| h. | Acceptance of Test & Trials - Hull 1  | 30 days following Item f.           |
| i. | Acceptance of Test & Trials - Hull 2  | 30 days following Item g.           |
| j. | Delivery - Hull 1   | 14 days following Item h.           |
| k. | Delivery - Hull 2   | 14 days following Item i.           |
| l. | Final Payment/Contract Fully Fulfilled  | 30 days following Item k.           |

All deliverables and resulting work products from this contract will become the property of the City of Portland.

**7. PLACE OF PERFORMANCE**

Contract performance will take place primarily at the contractor's facility.

**8. PERIOD OF PERFORMANCE**

The City anticipates having the selected contractor begin work February 6, 2012 with submittal of final deliverables to the City occurring by July 25, 2014 and shall terminate October 15, 2014 with the option to renew for an additional three (3) years for a total contractual period of not more than five (5) years- Proposals containing earlier completion of the contractor's work are acceptable and encouraged.

**9. INSURANCE – PROOF OF COVERAGE:** Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor. All insurance requirements shall be as indicated within the attached sample Contract.

**10. PUBLIC SAFETY**

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Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without little advance notice. The contractor shall anticipate delays in such places and include the cost of delay in the costs in its proposal. The contractor’s employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the contractor’s employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

**11. EXPRESS WARRANTY:** Prices offered shall include all warranties as specified. All warranty periods shall begin only after equipment has been inspected and accepted by the City and the equipment is placed into service.

Offerors are directed not to submit warranty information to the City. If submitted, warranty information will be disregarded and the offerors will be held to the required warranty provisions of this RFP. The applicable warranties begin on the City’s in-service date and cover the cost of parts, material and labor for the replacement of defective parts and materials for correction of defective materials and workmanship, including all transportation, freight and insurance costs to and from the contractor (or other location) and the City.

Warranty services shall be as stated in Exhibit C.

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|-----------------------------------|
| <b>SECTION C      ATTACHMENTS</b> |
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**1. Exhibit A - SAMPLE EQUIPMENT AND SERVICES CONTRACT**

The sample contract, shown as Exhibit A is the City’s standard contract for these services and will be used as a result of this selection process. Any deviations from this contract shall be clearly identified in the proposal.

a. Attachment A – as referenced in Exhibit A

**2. Exhibit B – BIDDER’S REFERENCES**

**3. Exhibit C – SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1)**

**4. Exhibit D – OUTBOARD PROFILE & GENERAL ARRANGEMENT (111064-101-1)**

## PART II PROPOSAL DEVELOPMENT

### SECTION A PROPOSAL PREPARATION

#### 1. PRE-PROPOSAL MEETING

There will be a pre-proposal meeting scheduled for this project on November 9, 2011 at 1:00 p.m. at Portland Fire & Rescue, 55 SW Ash St, Portland OR 97204, Skidmore Conference Room.

This is a mandatory meeting therefore; all proposers will be required to attend if they intend to submit a proposal.

The City of Portland will make reasonable accommodation for people with disabilities. Please notify us no less than three (3) business days prior to the event by phone at 503-823-2299, by the City's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.

#### 2. INVESTIGATION

The Offeror shall make all investigations necessary to inform itself regarding the work or services to be furnished

#### 3 QUESTIONS OR CLARIFICATIONS

It shall be the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the City of Portland, Procurement Services if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Every attempt shall be made to ensure that the proposer receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below at least ten (10) calendar days prior to the proposal due date. Therefore, respondents are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.

Celeste King  
Procurement Services  
1120 SW Fifth Avenue, Room 750  
Portland, Oregon 97204  
Celeste.King@portlandoregon.gov

Phone: (503) 823-4044  
Fax: (503) 865-3477

If, in the opinion of the Chief Procurement Officer, additional information or interpretation is needed by the respondents, an addendum will be issued. Any addendum or addenda issued by the Chief Procurement Officer, that may include changes, corrections, additions, interpretations, clarifications, or information, and issued seventy-two (72) hours or more before the scheduled closing time for submitting the proposal, Saturday, Sunday, and legal holidays not included, shall be binding upon the respondent. City shall supply copies of such addenda to all respondents who have obtained copies and are on the plan holder list of the RFP documents for the purpose of responding thereon, but failure of the respondent to receive or obtain such addenda shall not excuse the respondent from compliance therewith if awarded the contract.

#### 4. CONTRACT REVIEW

The Services Contract as attached hereto contains the terms and conditions that will govern this Contract between the City of Portland and the successful proposer. The City of Portland is not inclined to negotiate any portion of this contract, however, if a proposer believes any of the terms and conditions contained in the City's contract are unnecessarily restrictive, limit competition, or would like to request that specific terms and conditions contained in the contract document be considered for negotiation, they shall submit a written request for negotiation to the City at least seven (7) working days prior to the proposal due date as indicated above.

The request shall identify the specific provision the proposer would like to negotiate, an explanation of why the proposer believes the provision should be a negotiable provision, and the suggested revised language. Requests that are not submitted in this format may not be considered. **Requests that state the entire contract be negotiated will not be considered.** If the City decides that a contract term can be changed, or is willing to consider negotiation of a term, an addendum will be issued. If no addendum is issued, the City will not consider negotiation of its standard contract terms.

**THIS WILL BE THE OFFEROR'S ONLY OPPORTUNITY TO TAKE EXCEPTION TO ANY OF THE TERMS AND CONDITIONS CONTAINED WITHIN THE CONTRACT AND TO REQUEST THE NEGOTIATION OF PROVISIONS CONTAINED IN THE CONTRACT. ANY PROPOSAL WHICH TAKES EXCEPTION TO TERMS AND CONDITIONS OF THE SAMPLE CONTRACT THAT HAVE NOT BE IDENTIFIED BY ADDENDUM AS SUBJECT TO NEGOTIATION OR**

**WHICH MAKES THE PROPOSAL CONTINGENT UPON ACCEPTANCE OR NEGOTIATION OF OTHER TERMS AND CONDITIONS SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL SHALL BE REJECTED.**

**5. ORAL INSTRUCTIONS**

Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the City to prospective respondents shall not bind the City. Any changes or revisions to the specifications shall only be binding if issued in writing by the City by addendum. The City reserves the right to officially amend or cancel an RFP after issuance.

**6. COST OF RESPONDING**

This Request for Proposal does not commit the City to pay any costs incurred by any respondent in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

**7. PERMITS AND LICENSES**

The successful respondent shall include in their proposal the cost to obtain or maintain all permits, certifications and licenses that may be required to perform the contract.

**8. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING**

The respondent agrees to extend identical prices and services under the same terms and conditions to all public agencies. Requirements stated herein reflect the City of Portland usage only.

A public agency wishing to utilize like services will execute its own contract with the awarded contractor for its requirements. The successful contractor shall provide quarterly usage reporting of the City of Portland as well as that of other public agencies to the City of Portland, Procurement Services. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

**9. CHANGES TO THIS RFP**

The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

**10. NON-DISCRIMINATION IN EMPLOYEE BENEFITS (EQUAL BENEFITS):** Bidders are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to Contract award; otherwise your bid may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

- Fill out the form properly. You may call the Procurement Services at 503-823-6855 to ensure you correctly complete the form. You may also call the Buyer listed on the front page of this solicitation document for assistance.
- There are five options on the Worksheet/Declaration Form to pick among. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your bid or proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.
- Option D is only used if you have an official waiver from the City. Waivers are only issued by the Procurement Services.
- The Form provides the City your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of the Contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

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| <b>SECTION B</b> | <b>PROPOSAL SUBMISSION</b> |
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**1. PROPOSALS DUE**

By submitting a proposal, the respondent agrees to provide all services specified within the RFP, at the times and prices indicated, pursuant to all requirements and specifications as contained therein.

Sealed proposals must be received in this office no later than the date shown on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal, the RFP number and the name and address of the proposer. Responses received after time or date listed herein shall not be considered. Proposals received after the scheduled closing time for filing will be returned to the proposer unopened.

**2. PROPOSAL**

Proposals must be clear, succinct and not exceed forty (40) pages, excluding Attachment materials. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

**3. PROPOSAL SUBMISSION**

Security and confidentiality of the transmitted data: For purposes of this proposal submission, the proposer shall submit: one (1) complete original printed copy, eleven (11) copies, one (1) electronic copy in PDF format submitted on CD or USB flash drive, one (1) complete Redacted for Public Disclosure Copy and one (1) electronic Redacted for Public Disclosure Copy in PDF format submitted on CD or USB flash drive. If Proposer has no redactions, provide a written statement to that effect. The entire proposal shall be received at the place, and on or before the time and date, specified on the first page of the proposal document.

**4. REDACTION FOR PUBLIC RECORDS:** Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). When preparing its proposal submission, the proposer shall provide one (1) Redacted for Public Disclosure Copy of their proposal with their submission. The Redacted for Public Disclosure Copy shall be a complete copy of the submitted proposal, in which all information that the Proposer deems to be exempt from public disclosure has been redacted. For the purpose of the Redacted for Public Disclosure Copy, "redaction" means "the careful editing of a document to remove confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact." Proposers shall include a summary page(s) at the beginning of their Redacted for Public Disclosure Copy detailing the location of all redacted information. When exempt information is mixed with nonexempt information on the same page, the exempt information must be redacted in such a way as to allow the disclosure of the non-exempt information. Should the proposer determine that no redaction is required, that statement may be included within the text of the cover memo. If a proposer fails to submit a Redacted for Public Disclosure Copy of their proposal as required, the City may release the proposer's original proposal without redaction.

Please refer to the STANDARD TERMS AND CONDITIONS for more information about confidential information within public records.

**5. CONFLICT OF INTEREST**

A respondent submitting a proposals thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this RFP, has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other respondent of the same request for proposal, and that the respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**6. PROPOSAL ORGANIZATION**

The respondents must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats, or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

As part of the proposal response, the respondent will provide the number of proposal copies as requested on the cover page of this proposal and the following:

**6.a. COVER LETTER**

By submitting a response, the proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the proposal).

The Cover Letter must state the name(s) of the person(s) authorized to represent the contractor in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the



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firm in contractual matters must sign the Cover Letter and the Proposal. If appropriate, include firm’s City of Portland Business License number as well as the Equal Opportunity Employer (EEO) expiration date. Failure to provide such information will be grounds for finding the contractor non-responsive and the entire proposal will be disqualified.

**6.b CONSIDERATION**

The proposal shall include the contractor’s fixed-price proposal for the proposed project approach irrespective of the City’s anticipated cost. Additionally, this cost shall include the hourly rates of each person associated with the project as well as the estimated number of hours each staff member will be expected to work on each task.

Offerors shall complete the Construction Oversight Support and Bid Elements sheets as found in Appendices A & B of SPEC.

The City will accept proposals for modifications to the payment schedule during the Questions or Clarifications period described above. To request a revision, the contractor shall provide a well reasoned argument for the change. Any approved change will be issued as an addendum to the RFP. The City offers the following payment schedule:

|   |             |
|---|-------------|
| Acceptance of Phase I – Pre-Production Engineering & Detail Design              | 10%         |
| Fully Executed Purchase Order for Main Engines, Water Jets, Fire Pumps - Hull 1 | 15%         |
| Fully Executed Purchase Order for Main Engines, Water Jets, Fire Pumps - Hull 2 | 15%         |
| Completion of Major Aluminum Work (Hull & Superstructure) - Hull 1              | 10%         |
| Completion of Major Aluminum Work (Hull & Superstructure) - Hull 2              | 10%         |
| Acceptance of Preliminary Alignment of Propulsion & Pumping Equipment – Hull 1  | 5%          |
| Acceptance of Preliminary Alignment of Propulsion & Pumping Equipment – Hull 2  | 5%          |
| Acceptance of Test & Trials - Hull 1  | 5%          |
| Acceptance of Test & Trials - Hull 2  | 5%          |
| Delivery - Hull 1   | 5%          |
| Delivery - Hull 2   | 5%          |
| Final Payment/Contract Fully Fulfilled  | 10%         |
| <b>TOTAL</b>  | <b>100%</b> |

**6.c DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS**

The City values diversity in its workforce and in the workforce of those who contract with the City and has a significant interest in extending contracting opportunities to Minority, Women, and Emerging Small Businesses (M/W/ESB) at both a prime and subcontracting level. The City is committed to ensuring that such firms receive opportunities and equal consideration to be awarded City contracts.

The City recognizes that there are several ways to meet this goal. The list below is provided as a catalyst to generate ideas on how proposers may meet this goal:

- Internal work force, Equal Employment Opportunity, technical training and mentoring;
- Emphasize the way this project will provide developmental opportunities and sustainable business growth for certified M/W/ESB;
- Point to a long-term history of strategic alliances and partnership with M/W/ESBs that will be used to perform a commercially useful function on this project;
- Placing a particular emphasis on a project-specific partnership with M/W/ESBs;
- Carving out a meaningful scope of work based on the expertise of their M/W/ESB partner firm(s).

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All proposers responding to this solicitation shall address the following factors:

- a. MBE, WBE & ESB Certification
- b. Indicate if your firm is currently certified through the State of Oregon as an MBE, WBE or ESB. If no, what percentage of the project will be subcontracted out to M/W/ESBs?
- c. EEO & Workforce Diversity
  - Describe how your firm has historically provided opportunities for minorities and women to receive training and work within your firm.
  - Describe your existing relationships with M/W/ESB firms including a description of your supplier diversity program.
  - If your company currently has under representation of minorities or women within your current workforce, describe how over time you propose to remedy the underutilization.

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- Discuss any project-specific opportunities for technical training and/or employment of underrepresented groups you would commit to. Are there other outreach (through local schools or community-based organizations) that you consider to be viable in light of the size and scope of this project? What resources might your firm address to such needs?

\*\*\*\*\*

The City expects thoughtful consideration to be given to which EEO/Diversity and M/W/ESB program components make sense to individual proposers on this particular project.

- a. Provide a narrative description of the company's experience in promoting participation on the part of Minority-owned, Women-owned and Emerging Small Business (M/W/ESB) enterprises as partners, consultants or suppliers on previous projects.
- b. Include a description of your firm's supplier diversity program:
  - How long has it been in existence and what were the driving factors for establishing the program?
  - What results has it had to increase your company's M/W/ESB participation?
  - Who is the individual responsible for your company's M/W/ESB initiative? Provide their experience with the M/W/ESB community.
- c. Discuss any innovative or particularly successful measures that your firm has undertaken to work with M/W/ESB firms on other projects.
- d. Include a list of those certified M/W/ESB firms with which your firm has had a contractual relationship during the last twelve (12) months.
- e. Describe your diversity solution where you, as the prime contractor, sub-contract services in a partnering relationship with a certified M/W/ESB firm:
  - How do the M/W/ESB(s) that you partner with benefit from the relationship with your firm?
  - Describe what you consider your first-tier diversity solution where you utilize a certified M/W/ESB firm as the prime contractor and your company works as an alliance partner.
  - How do you evaluate the credentials of your M/W/ESB suppliers?
  - Describe how your firm could increase the utilization of certified M/W/ESB firms in service of the City contract if you are the winning proposer?

\*\*\*\*\*

**Describe your outreach plan to M/W/ESBs for this project.**

If your firm is not utilizing existing relationships as described above or is able to undertake additional outreach to improve opportunities for minority, women, and emerging small business, describe your outreach program or plan for obtaining maximum utilization of M/W/ESB firms on this project. Proposers not drawing on existing relationships with M/W/ESB firms should describe what outreach efforts will be pursued in order to make contracting opportunities available to M/W/ESBs.

A suggested set of possible actions is listed below but firms may propose their own plan to make subcontracting opportunities available to M/W/ESBs:

- identify probable subcontracting opportunities by type of work, potential size of subcontract, etc.,
- advertising in the *Daily Journal of Commerce*, *Skanner*, *Oregonian*, *Observer*, *El Hispanic News*, *Just Out*, *Asian Reporter*, and/or other trade publications to notify potential M/W/ESBs and other diverse groups of contracting opportunities;
- utilizing certified M/W/ESB firms from the State of Oregon certification list, or other source, as a basis for direct outreach in likely subcontracting areas.
- meeting with potential M/W/ESB subcontractors in order to encourage collaboration and partnering.
- documenting proposals received from M/W/ESB firms and identify proposal(s) accepted and reasons for rejection of such proposals, if and proposals are rejected.
- providing mentoring, technical or other business development services to M/W/ESB team members.
- initiating other efforts as might be useful for this particular project.

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**M/W/ESB COMPLIANCE AND REPORTING**

If your company will be utilizing M/W/ESBs on this project, please list those firms and detail their role within the present solicitation. The City will enforce all EEO/Diversity and M/W/ESB commitments submitted by the successful proposer. All proposers shall identify the following:

- The name of ALL subcontractors on the project;
- The names of all MBE, WBE and ESB firms. If firms have more than one certification (ESB and MBE) note that on the form; and
- The proposed scope or category of work for each subcontract
- If the proposer will not be using any subcontractors, the proposer will indicate "NONE" with the proposal.

**6.d SUSTAINABLE PROCUREMENT**

1. Describe any sustainability programs or activities that your firm currently has in place.
2. Describe your firm's environmental plan which complies with all applicable Federal, State and Local regulations governing environmental protections. This includes, but is not limited to compliance with the relevant requirements for a Stormwater Pollution Prevention Plan, National Pollutant Discharge Elimination System, and State and Local air quality regulations governing spray painting operations.

**6.e PROJECT TEAM**

i. Shipyard Organization & Management Approach

Describe the company including Yard's licensed name, type of business (corp, S-corp, etc.), contact info, business license number, tax id number, names of officers or partners, recent changes in control of the company, other company connections (parent, affiliate, etc.), verification of bonding capacity (100%), and duration of union contract (if any). Provide a summary of work currently on the shipyard's order book with delivery dates and comparison to shipyard's overall capacity.

Describe or provide a detailed description of its approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met.

This section might include organizational charts, a comment regarding lines of authority and responsibility, a statement regarding how the contractor's firm is prepared to respond promptly to problems, program changes, or other information that would be necessary in order to evaluate the contractor's proposal.

ii. Shipyard Experience

Offerors shall complete the reference sheet as found in Exhibit B; with a minimum of four (4) references that verify experience in constructing vessel as specified in this solicitation. Supporting information may be included that provides clarity as to the manufacturer's ability to meet the project requirements, strong design ability, and commitment to building vessel emphasizing firefighter safety. Complete references are required to ensure the City that the vessel manufacturer has the demonstrated experience required to build the specified vessel with required safety features and without problems and/or time delays. Please include color photos for those projects that have been identified.

Describe the company's experience with the following:

- Verify that the yard has a least 5 years experience building boats,
- Provide five (5) examples of light scantling, high-speed aluminum work boats/patrol boats/fireboats 35' to 65' in length,
- Provide up to 4 examples of vessels with dedicated fire pumps, fire pumps and systems with capacities of 1000 GPM to 6000 GPM, multi-task monitor/manifold/maneuvering systems, de-watering systems, or other special systems.

For each example, include vessel name, length, beam, depth, draft, displacement, speed, installed power, propulsor type, special features w/capacities, start/delivery dates, comparison of planned and actual delivery dates, names of shipyard's project manager, foremen by trade, and lead production engineer, owner's contact info, and contract value (original and after all change orders).

iii. Experience of Personnel

Approximate number of people to be assigned to the project;

Extent of company's principal member's involvement;

Team members' qualifications and experience on similar or related projects:

- qualifications and relevant experience of prime contractor
- qualifications and relevant experience of sub-contractors, if any

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Names of key team members (project manager, in-house engineering staff, subcontracted engineering staff, foremen for each trade, lead welders) who will perform the work on this project, and describe:

- their responsibilities on this project,
- current assignments and location,
- five (5) most recent projects with dates,
- experience on similar or related projects (especially projects included in Shipyard Experience above),
- years of experience at this shipyard (with dates),
- years of experience in industry (with dates),
- education, certifications and/or unique qualifications,
- percentage of their time that will be devoted to this project.

(Points will be deducted for project managers and trade foremen with less than 3 years experience at this shipyard.)

### **6.f PROJECT APPROACH AND CAPABILITY**

The contractor should provide clear and concise understanding of the project and clarify any major issues based upon existing information. For each phase, the approach should:

- Describe the Boatyard's facilities and capacity including fabrication and welding environments, ability to build both vessels at the same yard at the same time, ability to complete and deliver the vessels within 14 to 16 months of the start of construction;
- Describe the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task;
- Describe the products that would result from each task or activity;
- Identify points of input and review with staff and/or PF&R;
- Estimate time required to complete each task;
- Describe the quality control system;
- Describe the product support plan; and
- Describe the warranty response plan.

### **6.g SAMPLE WORK PRODUCT**

The contractor should provide samples of work product including:

- i. A Master Construction Schedule used for a previous project showing the original schedule and all revisions – also provide the name of the owner's rep for the project.
- ii. A CONTRACTORS Weight Estimate used for a previous project showing the estimated weight and the delivered weight – also provide the name of the owner's rep for the project.
- iii. Ideas to reduce the weight of the vessel. This could include substituting high quality, durable materials for materials called out in the specification, ways to combine functionality like having inverters that are also battery chargers, etc.

### **7. WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL**

Prior to the RFP opening, changes may be made provided the change is initiated by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the City will prevail.

### **8. LATE PROPOSALS**

Proposals received after the scheduled closing time for filing will be returned to the respondent unopened. Due to heightened security measures in the Portland Building, respondents should allow extra time when delivering bids to the Procurement Services. It is the responsibility of the proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFP.

### **9. CANCELLATION**

The City of Portland reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

## **PART III**

## PROPOSAL EVALUATION

**SECTION A PROPOSAL REVIEW AND SELECTION**

1. **EVALUATION CRITERIA:** Each proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

| Criteria  | Maximum Score |
|---|---------------|
| a. Cover Letter   | Ø             |
| b. Consideration  | 20            |
| c. Diversity in Employment and Contracting Requirements | 15            |
| d. Sustainable Procurement                              | 5             |
| e. Project Team   |               |
| i. Shipyard Organization & Management Approach          | 10            |
| ii. Shipyard Experience                                 | 15            |
| iii. Experience of Personnel                            | 15            |
| f. Project Approach and Capability                      | 10            |
| g. Sample Workproduct                                   | <u>10</u>     |
| TOTAL   | 100           |

2. **PROPOSAL REVIEW**

A selection review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals each of the Committee members will evaluate each proposal based upon the criteria listed above. In order to assist the evaluation committee, PF&R will seek outside expertise from Jensen Maritime Consultants, Inc as technical advisors. The City has the right to reject any or all proposals for good cause, in the public interest.

**CONSIDERATION:** The prices submitted shall be firm during the contract period. If unit prices are requested, they shall be shown for each unit on which there is a bid. In case of mistake in extension of price, unit prices shall prevail.

All unit prices shall be shown for each unit on which there is an offer. Offeror shall specify all additional charges for additives or special handling on the proposal pages. If necessary additional pages may be attached to include items not listed. All prices quoted shall be FOB delivered and unloaded at the designated location(s). The City of Portland reserves the right to cancel the contract if the escalation of price is not advantageous to the City. Unless otherwise specified within this RFP, unit pricing shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed.

The evaluation of Offerors costs will be performed objectively using the following formula and as shown in the example. The costs will take into account that the level of services provided for in the proposal, stated in the Compliance with Specifications and identified in the Consideration are comparable. The evaluation will be factored by awarding the total number of points to the lowest respondent and total number of points times lowest respondent cost divided by other respondent’s costs.

| Proposer | Cost     | Lowest cost | Percentage | Points |
|----------|----------|-------------|------------|--------|
| A        | \$10,000 | \$10,000    | 100%       | 20     |
| B        | \$12,500 | \$10,000    | 80%        | 16     |
| C        | \$13,000 | \$10,000    | 77%        | 15     |
| D        | \$20,000 | \$10,000    | 50%        | 10     |

Offers shall remain valid for sixty (60) calendar days from bid opening unless otherwise indicated within the RFP. If the offer is accepted, prices shall remain firm for the specified contract period. During the contract period, no charges or fees shall be recognized that are not identified and included as part of this bid.

Contractors shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted proposals.
- b. The committee will score the proposals according to the criteria, based on the information submitted.

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- c. The committee will require a minimum of 20 working days to evaluate and rank the proposals.
- d. A short list of proposers may be selected for oral interviews if deemed necessary.
- e. If oral interviews are determined to be necessary, the initial scoring will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.
- f. The City of Portland may exercise one of the following options:
  - 1. Conduct serial negotiations, beginning with the highest scoring Proposer. Such negotiations could lead to an award of a contract or the City may decide to terminate the negotiations if it determines that negotiations are unlikely to result in an acceptable contract to the City within a reasonable period of time. If negotiations are terminated, the City may cancel the solicitation or proceed to negotiate with the next highest scoring respondent in the same manner. The City may then continue to negotiate with respondents further down the list in the order that scores were received or cancel the solicitation; or
  - 2. Conduct simultaneous competitive negotiations with the two highest scored respondents. Such negotiations could lead to an award of a contract or the City may decide to terminate the negotiations with either or both when, in the City's sole discretion, it determines that negotiations are unlikely to reach a contract acceptable to the City within a reasonable period of time. The City may then continue to negotiate with respondents further down the list in order that scores were received or cancel the solicitation; or
  - 3. Establish a competitive range of respondents who appear likely to be able to receive an award of a contract, to initiate discussion with such respondents to inform them of deficiencies in their initial responses, notify them of parts of their response for which the City would like additional information or otherwise allow eligible respondents to develop revised responses that will allow the City to obtain the best response based on the requirements and evaluation criteria set forth in the RFP. In proceeding with this option the City will follow the requirements of PCC 5.33.215 regarding discussions, negotiations and, if desired, best and final offers.
  - 4. The City's choice of how to proceed, its decision to begin or terminate negotiations, its determination of a reasonable time, its decision to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the City's sole discretion. If successful, the Contractor and City will enter into a City of Portland Equipment and Services contract for the work.

Proposers who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Proposers who wish to protest their elimination shall file a protest within seven (7) calendar days of the notice. Following final selection, if any, the City will issue a Notice of Intent to Award a contract to the Successful Contractor.

### **3. CLARIFYING PROPOSAL DURING EVALUATION PERIOD**

During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contractor contract.

### **4. PROPOSALS ARE PUBLIC RECORDS**

All information submitted by proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4).

If a request to inspect the proposal is made, the City will notify the proposer of the request. If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposers records.

### **5. LOCAL CONTRACTING**

The City: prefers goods or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal; desires to employ local businesses in the purchase, lease, or sale of any personal property,

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public improvements or services; and wants the residents of the State of Oregon and SW Washington to benefit from optimizing local businesses and services, and the local employment opportunities they generate.

**6. AWARD REVIEW AND PROTEST PROCEDURE**

**REVIEW:** ORS 279B.060(5)(a) provides: “Notwithstanding ORS 192.410 to 192.505, proposals may be opened in a manner to avoid disclosure of contents to competing proposers during, when applicable, the process of negotiation, but the contracting agency shall record and make available the identity of all Proposers as part of the contracting agency’s public records from and after the opening of the proposals. Notwithstanding ORS 192.410 to 192.505, proposals are not required to be open for public inspection until after the notice of intent to award a contract is issued.”

**REVIEW:** Following the Notice of Intent to Award, the public may view proposal documents, but the City is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act. Proposers shall designate information they consider exempt or conditionally exempt from disclosure by stamping the word “Confidential” on such documents or by otherwise indicating the documents are considered to be confidential. Materials so designated and meeting the requirements for exempt or conditionally exempt information will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required after appeal. The City reserves the right to disclose materials inappropriately marked as exempt or conditionally exempt and to withhold from disclosure materials that meet standard but which were inadvertently not marked as confidential.

Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the Evaluation Committee, subject to the City’s authority to withhold documents, as stated above.

**PROTESTS:** Proposers are permitted to challenge the City’s decision to exclude the Proposer from the next step in the evaluation process and/or to award a contract. Depending on the nature of the protest, Proposers may wish to review Portland City Code (PCC) 5.33.720, 5.33.730, and 5.33.740 regarding protest procedures, all of which may be found online at the City Auditor’s website.

The Procurement Services shall post a Notice of Intent to Award to the successful Proposer. The Notice of Intent to Award shall be posted both on the Bureau’s Internet Web Page.

A Proposer who is adversely affected or aggrieved by the award of contract or evaluation decision shall have seven (7) days after the issuance of the “Notice” to file a protest. The contents to be included in the protest are found in PCC 5.33.740. A protest is not valid if the Proposer would not be eligible to be awarded a contract if its protest were upheld. The Chief Procurement Officer will review any protest and issue a written decision. Whether there are further appeal processes depends on the discretion of the Chief Procurement Officer.

**SECTION B CONTRACT AWARD**

**1. CONTRACTOR SELECTION**

The City will award a contract to the contractor whose proposal is considered and evaluated as being the most advantageous to the City. The contractor selection process will be carried out under Portland City Code, Chapter 5.33.

**2. CONTRACT DEVELOPMENT**

The proposal and all responses provided by the contractor may become a part of the final contract. The form of contract shall be the City’s Contract for Services.

**3. NOTICE OF INTENT TO AWARD**

A notice of intent to award posted on the Procurement Services website does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing any equipment, suppliers and/or services, the contractor must receive a properly authorized purchase order or contract.

**4. ASSIGNMENT OF ANTI-TRUST RIGHTS**

By entering into a contract, the Contractor, for consideration paid to the contractor under the contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City’s option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the contractor’s obligation under this contract.

## PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the contractor that it will take no action, which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- a. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- b. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- b. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the city of Portland its proportionate share thereof, if any, assigned to the State hereunder.

#### **4. FAILURE TO EXECUTE CONTRACT**

Failure on the part of the respondent to whom a contract is awarded to execute the contract and deliver the Contract and required documents with the required bonding and insurance certificates within twenty (20) calendar days shall be just cause for cancellation of the award and withdrawal of the Contract. Award may then be made to the next scored proposer, or the work may be re-advertised, or otherwise as the City may decide.



## EXHIBIT A – EQUIPMENT AND SERVICES CONTRACT

CONTRACT NO. \_\_\_\_\_

for

## CONSTRUCTION OF TWO (2) 50’ ALUMINUM FIREBOATS

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between XXXXX a XXXXX (state) XXXXX Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Contract may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

### WITNESSETH:

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

**1. SPECIFICATIONS:** Provide detailed design and Construction of two (2) 50’x16’, 40+ knot, 6,000 GPM, NFPA Type III Fast Attack Fireboat in accordance with the SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1) referenced herein as the SPEC.

**2. EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on February 1, 2012 and shall expire on October 15, 2014 unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend this Contract for an additional three (3) year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City’s request for such a proposal. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed five (5) years.

NOTE: The maximum manufacturing and delivery period for each vessel as ordered under this contract shall be within 900 calendar days from date the order is placed for that vessel.

**3. CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed \$XXXXX /year for receipt and acceptance of the goods. Interim payments shall be made to the Contractor according to the schedule identified in Attachment A.

**4. INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland  
Portland Fire & Rescue  
1135 SE Powell Blvd. Attn: Logistics Center  
Portland, OR 97202

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

**5. INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total. Billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall

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not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

ARTICLE II. Shipping of goods and materials shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

**6. INSURANCE – PROOF OF COVERAGE:** The insurance requirements are as follows.

Commercial General Liability Insurance – Public Liability and Property Damage

The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor's work under this Contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers' Compensation

Prior to the performance of any work under a Contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

Certificate of Insurance

As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed Contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts.

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

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**STANDARD TERMS AND CONDITIONS**

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**7. INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

- 8. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- 9. SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.
- 10. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.
- 11. COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following:

**Certification as an EEO Affirmative Action Employer:** The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through XXXXX. The certification will be maintained throughout the duration of the Contract.

**Non-Discrimination in Employee Benefits (Equal Benefits):** The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: XXXXX, Option XXXXX.

**Business License:** The Contractor license # XXXXX is in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

**Wage Rates:** State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for all work on contracts that total \$50,000 and above.

The City has determined this Contract is not subject to Prevailing Wage Rates.

- 12. GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.
- 13. NONDISCRIMINATION:** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub. L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.
- 14. INDEMNITY:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.
- 15. ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

**16. SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

**17. FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

**18. ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**19. LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

**20. SUSTAINABLE PROCUREMENT:** Pursuant to the City's [Sustainable City Principles](#), which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's [Sustainable Procurement Policy](#), it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

**21. FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

**22. AMENDMENTS:** All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

**23. NON-WAIVER:** No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

**24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES:** The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

**25. ACCESS TO RECORDS:** The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

**26. AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

**27. EMPLOYEES NOT TO BENEFIT:** No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

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## SPECIAL TERMS AND CONDITIONS

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**28. CITY FURNISHED PROPERTY:** No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

**29. ADDITIONAL PURCHASES** The City reserves the right to purchase additional materials beyond the quantities stated in the bid documents at the same prices submitted by the Contractor. Price increases will be allowed, but shall not exceed the Consumer Price Index (CPI) for the Portland/Vancouver Metropolitan Area based upon the most current CPI available at the time the order is made. Such additional purchases are not guaranteed and will be made at the City's sole discretion.

**30. RIGHT TO CHANGE:** The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

**31. NOTICE:** Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

**CONTRACTOR:**

XXXXX

**CITY:**

City of Portland  
Portland Fire & Rescue

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

XXXXX  
XXXXX

1135 SE Powell Blvd.  
Portland, OR 97202

Attn: XXXXX

Tim VonSeggern

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

**32. EARLY TERMINATION OF CONTRACT:** The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

**33. SUSPENSION OF THE WORK:** The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

**34. PAYMENT ON EARLY TERMINATION:** In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for goods and services in accordance with the Contract prior to the termination date and delivered to City provided that such goods and services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Contract.

**35. REMEDIES:** In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may purchase goods and services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available, including without limitation rights or remedies that are or may become available under its records according to ORS Chapter 72.7010 to 72.7250.

**36. PERMITS AND LICENSES:** The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

**37. INTELLECTUAL PROPERTY:** The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

a. Copyright: All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. Patent: If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

**38. SPECIFICATIONS:** This Contract authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

**39. WARRANTY:** The Contractor shall guarantee its equipment provided in response to the City's RFP to the extent required by the SPECIFICATION FOR CONSTRUCTION OF 50FT ALUMINUM FAST ATTACK FIREBOAT, Section 013-WARRANTY. The

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

Contractor shall agree to repair and/or immediately replace without charge (including freight inbound and outbound) to City Users any product or part thereof, which proves to be defective or fails within the warranty period as specified

**40. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

**41. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS:** The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

**42. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING:** The Contractor having submitted a proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only.

A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. The Contractor shall provide quarterly usage reporting of the City of Portland and that of other public agencies. The Contractor, by written notification, may decline to extend the prices and terms of this Contract to any and/or all other public agencies.

**43. UNIFORM COMMERCIAL CODE:** The provisions of this Contract are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 71-83 (Uniform Commercial Code).

**44. OREGON HAZARD COMMUNICATION RULES:** The Contractor must comply with all provisions of OAR 437, Subsection H: Hazardous Materials. Inquiries concerning compliance should be directed to any office of the Accident Prevention Division or the Workers' Compensation Department central office in Salem

Material Safety Data Sheets (MSDS) shall be provided along with delivery of the product to each Bureau or Division that receives merchandise. The City does not have a centralized Hazard Communication Rules program and supplying MSDS's to one location does not qualify as compliance.

The City reserves the right to refuse and withhold payment for shipments that are not properly labeled or for which an MSDS has not been provided. Noncompliance with OAR 437 is violation of this Contract and justifiable cause for cancellation.

**45. ENTIRE CONTRACT:** This Contract and its Attachments represent the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

ARTICLE IV. This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.
2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.
3. The Contractor certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.
4. The City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the day and year first above written.

XXXXX

by \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
**Name, Title and Date**  
**Address:** XXXXX  
XXXXX  
**Telephone No:** XXXXX  
**Fax No:** XXXXX

**CITY OF PORTLAND**

by \_\_\_\_\_  
Chief Procurement Officer Date

INITIALS: XXXXX

DATE: XXXXX

## ATTACHMENT A

**1. SCOPE OF WORK:** Portland Fire & Rescue (PF&R) is entering into a contract with a qualified shipyard with demonstrated experience in detailed design and construction of high speed aluminum vessels. (PF&R) proposes to engage the contractor for the following services: Detailed design and Construction of two (2) 50'x16', 40+ knot, 6,000 GPM, NFPA Type III Fast Attack Fireboat in accordance with the SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1) referenced herein as the SPEC.

**2. TECHNICAL SERVICES AND SCHEDULE:**

The successful Contractor will perform the tasks and services and provide the equipment as identified in the SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1), Exhibit C for these vessels. The Contractor shall be expected to work closely with designated City of Portland PF&R personnel to accomplish the goals, perform the tasks and services, account for the inspections, and provide the equipment and training as indicated.

The selected contractor will perform the tasks listed in the SPEC for this project. The contractor shall be expected to work closely with designated City of Portland PF&R bureau personnel to accomplish the goals and perform the tasks as listed below:

- Acceptance of Phase I – Pre-Production Engineering & Detail Design
- Fully Executed Purchase Order for Main Engines, Water Jets, Fire Pumps - Hull 1
- Fully Executed Purchase Order for Main Engines, Water Jets, Fire Pumps - Hull 2
- Completion of Major Aluminum Work (Hull & Superstructure) - Hull 1 10%
- Completion of Major Aluminum Work (Hull & Superstructure) - Hull 2 10%
- Acceptance of Preliminary Alignment of Propulsion & Pumping Equipment – Hull 1 5%
- Acceptance of Preliminary Alignment of Propulsion & Pumping Equipment – Hull 2 5%
- Acceptance of Test & Trials - Hull 1 5%
- Acceptance of Test & Trials - Hull 2 5%



PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50’ ALUMINUM FIREBOATS

|  |      |
|--|------|
| Delivery - Hull 1                      | 5%   |
| Delivery - Hull 2                      | 5%   |
| Final Payment/Contract Fully Fulfilled | 10%  |
| TOTAL                                  | 100% |

In addition to the above noted SPECIFICATION FOR CONSTRUCTION OF 50 FT ALUMINUM FAST ATTACK FIREBOAT (111064-832-1), the following will be considered a part of this requirement for the procurement of each vessel:

- e. **FINAL INSPECTION** For each vessel, the successful bidder shall provide for one (1) final inspection for two (2) PF&R representatives when the vessel is complete and ready for PF&R to conduct a final in-factory inspection and test. PF&R shall not accept any vessel with any deficiencies noted at the final inspection that are not corrected.
- f. **FACTORY RE-INSPECTION** An additional, in-factory final all-expense paid (air travel, meals, hotel, etc.) re-inspection shall be provided by the bidder for one (1) PF&R representative if two (2) major specification deficiencies are detected during the scheduled, final vessel inspection. Major specification deficiencies include those which restrict or impede vessel drivability or operational capability as specified, or deficiencies which will not allow the inspection process to be completed. These expenses are in addition to those required in Appendix A of the SPEC.
- g. **DELIVERY** The vessel shall be delivered from the point of manufacture to PF&R in the water at the dock at Fire Station 6, 3660 NW Front Avenue, Portland OR 97210. A qualified delivery person representing the Contractor shall deliver the vessel.
- h. **TRAINING** All training is to be delivered according to the SPEC832/3\_\_\_\_\_

**3. DELIVERABLES AND SCHEDULE**

Deliverables shall be considered those tangible resulting work products which are to be delivered to PF&R such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Deliverables and schedule for this project shall include:

- a. Construction Schedule – SPEC Section 813
  - b. Working Plans – SPEC Section 007
  - c. Contractors Weight Estimate – SPEC Sections 007 & 833
  - d. Speed/Power Predictions – SPEC Section 245
  - e. Welding Certificates, Procedures and Sample Weldments – SPEC Section 109
  - f. “As-Built” Drawings – SPEC Section 007
  - g. Test & Trials Reports – SPEC Section 982
  - h. Vessel Certificates/Documents – SPEC Section 009
  - i. Delivery of Two (2) Vessels
  - j. Technical Manuals & Training – SPEC Section 832
  - k. Other items described in the SPEC.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

**4. WORK PERFORMED BY THE CITY:** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. PF&R has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

**5. TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

**5. CONSIDERATION:** Unit price payments shall be made to the Contractor by the City on a monthly basis for the total product delivered to the City’s specified location and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request.

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

**6. DELIVERY:** All equipment shall be FOB delivered to the City of Portland, PF&R. Bid price shall be inclusive of all shipping and delivery costs. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the Contract or within *900 days from date of order*.

Should installation or assembly be required, offered prices shall include all costs associated with delivery, assembly, setup, and proper disposal of packaging material. The offer price shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the successful Offeror, upon request.

**10. PRICES AND PRICE CHANGES** Initial Contract prices shall be as established herein. Unit prices shall remain firm through the first year of the Contract. At the end of the one-year period following the date of acceptance, price changes may be allowed herein. The Contractor agrees to provide pricing for all products for which the Contractor is an authorized distributor for the duration of this Contract if and when requested by the City. Following the end of the one year period referenced above, the City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Contract may need to be adjusted during the term of the Contract due to changes in the Contractor's prices, rate plans, or product offerings. Such price changes shall be documented in writing between the Contractor and City's Purchasing Agent as amendments.

The Contractor shall submit any proposed pricing revisions in writing to the Project Manager for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in the Contractor's original proposal, the Contractor shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the contract amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Manager of the requested price adjustment.

**11. ESCALATION/DE-ESCALATION CLAUSE** No upward price adjustment of any sort will be allowed during the first year of the contract period. The City may consider pricing revisions proposed by Contractor after the first year, however, the Contractor shall propose such revised pricing at least thirty (30) days prior to the desired effective date for consideration by the City. Any proposed price increases must be fully documented and justified by Contractor (i.e., proof of manufacturer material costs). Acceptance of Contractor's proposed price revisions shall be at the City's sole discretion.

Pricing offered in this RFP may be adjusted up or down on a cent-for-cent basis via pass-through from the manufacturer after the initial order, supported by submission of copies of the manufacturer's price change notices, and corresponding to changes in the Contractor's wholesale posted/or book price, and in effect to all similar classes of customers at the time of delivery. Additionally, all price reductions shall be passed on, in total, as of the effective date. The City of Portland shall have the option of accepting the price increase or canceling the balance of the contract.

Notwithstanding the above, all manufacturer price reductions shall be passed on to the City as of the manufacturer's effective date. All decreases will be passed on to the City as of the effective date, not at the end of the first year period. Notification shall be in writing and will be confirmed in writing by the City of Portland. Acceptance of Contractor's proposed price revisions shall be at the City's sole discretion.

Price changes shall be documented in writing between Contractor and City's Purchasing Agent as contract amendments. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices as set forth herein.

**EXHIBIT B**  
**BIDDER'S REFERENCES**

The following references shall be for 5 examples of light scantling, high-speed aluminum work boats/patrol boats/fireboats 35' to 65' in length built within the past five years.

OWNER'S NAME \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

OWNER'S REPRESENTATIVE \_\_\_\_\_

OWNER'S REPRESENTATIVE PHONE NUMBER \_\_\_\_\_

VESSEL TYPE/QUANTITY \_\_\_\_\_

ADD'L CONTACT PERSON'S NAME/ROLE IN THE PROCUREMENT \_\_\_\_\_

VESSEL INFORMATION:

Vessel Name: \_\_\_\_\_

Length: \_\_\_\_\_

Beam: \_\_\_\_\_

Depth: \_\_\_\_\_

Installed Power (HP): \_\_\_\_\_ Propulsor Type: \_\_\_\_\_

Full Load Draft: \_\_\_\_\_

Sea Trial Displacement: \_\_\_\_\_

Top Speed at Sea Trials: \_\_\_\_\_

Full Load Displacement: \_\_\_\_\_

Top Speed at Full Load Displacement: \_\_\_\_\_

Special Features (w/Capacities): \_\_\_\_\_

Contract Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Planned Delivery Date (at Contract Signing): \_\_\_\_\_

Contract Value (Original): \_\_\_\_\_ Contract Value (Final): \_\_\_\_\_

Boatyard's Project Manager: \_\_\_\_\_

Boatyard's Foremen/Trade: \_\_\_\_\_

Boatyard's In-House Engineers: \_\_\_\_\_

Boatyard's Subcontracted Engineers: \_\_\_\_\_

If applicable:

National Fire Protection Association (NFPA) Fireboat Type: \_\_\_\_\_

\*\*\*\*\*

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

OWNER'S NAME \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

OWNER'S REPRESENTATIVE \_\_\_\_\_

OWNER'S REPRESENTATIVE PHONE NUMBER \_\_\_\_\_

VESSEL TYPE/QUANTITY \_\_\_\_\_

ADD'L CONTACT PERSON'S NAME/ROLE IN THE PROCUREMENT \_\_\_\_\_

VESSEL INFORMATION:

Vessel Name: \_\_\_\_\_

Length: \_\_\_\_\_

Beam: \_\_\_\_\_

Depth: \_\_\_\_\_

Installed Power (HP): \_\_\_\_\_ Propulsor Type: \_\_\_\_\_

Full Load Draft: \_\_\_\_\_

Sea Trial Displacement: \_\_\_\_\_

Top Speed at Sea Trials: \_\_\_\_\_

Full Load Displacement: \_\_\_\_\_

Top Speed at Full Load Displacement: \_\_\_\_\_

Special Features (w/Capacities): \_\_\_\_\_

Contract Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Planned Delivery Date (at Contract Signing): \_\_\_\_\_

Contract Value (Original): \_\_\_\_\_ Contract Value (Final): \_\_\_\_\_

Boatyard's Project Manager: \_\_\_\_\_

Boatyard's Foremen/Trade: \_\_\_\_\_

Boatyard's In-House Engineers: \_\_\_\_\_

Boatyard's Subcontracted Engineers: \_\_\_\_\_

If applicable:

National Fire Protection Association (NFPA) Fireboat Type: \_\_\_\_\_

\*\*\*\*\*

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

OWNER'S NAME \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

OWNER'S REPRESENTATIVE \_\_\_\_\_

OWNER'S REPRESENTATIVE PHONE NUMBER \_\_\_\_\_

VESSEL TYPE/QUANTITY \_\_\_\_\_

ADD'L CONTACT PERSON'S NAME/ROLE IN THE PROCUREMENT \_\_\_\_\_

VESSEL INFORMATION:

Vessel Name: \_\_\_\_\_

Length: \_\_\_\_\_

Beam: \_\_\_\_\_

Depth: \_\_\_\_\_

Installed Power (HP): \_\_\_\_\_ Propulsor Type: \_\_\_\_\_

Full Load Draft: \_\_\_\_\_

Sea Trial Displacement: \_\_\_\_\_

Top Speed at Sea Trials: \_\_\_\_\_

Full Load Displacement: \_\_\_\_\_

Top Speed at Full Load Displacement: \_\_\_\_\_

Special Features (w/Capacities): \_\_\_\_\_

Contract Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Planned Delivery Date (at Contract Signing): \_\_\_\_\_

Contract Value (Original): \_\_\_\_\_ Contract Value (Final): \_\_\_\_\_

Boatyard's Project Manager: \_\_\_\_\_

Boatyard's Foremen/Trade: \_\_\_\_\_

Boatyard's In-House Engineers: \_\_\_\_\_

Boatyard's Subcontracted Engineers: \_\_\_\_\_

If applicable:

National Fire Protection Association (NFPA) Fireboat Type: \_\_\_\_\_

\*\*\*\*\*

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

OWNER'S NAME \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

OWNER'S REPRESENTATIVE \_\_\_\_\_

OWNER'S REPRESENTATIVE PHONE NUMBER \_\_\_\_\_

VESSEL TYPE/QUANTITY \_\_\_\_\_

ADD'L CONTACT PERSON'S NAME/ROLE IN THE PROCUREMENT \_\_\_\_\_

VESSEL INFORMATION:

Vessel Name: \_\_\_\_\_

Length: \_\_\_\_\_

Beam: \_\_\_\_\_

Depth: \_\_\_\_\_

Installed Power (HP): \_\_\_\_\_ Propulsor Type: \_\_\_\_\_

Full Load Draft: \_\_\_\_\_

Sea Trial Displacement: \_\_\_\_\_

Top Speed at Sea Trials: \_\_\_\_\_

Full Load Displacement: \_\_\_\_\_

Top Speed at Full Load Displacement: \_\_\_\_\_

Special Features (w/Capacities): \_\_\_\_\_

Contract Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Planned Delivery Date (at Contract Signing): \_\_\_\_\_

Contract Value (Original): \_\_\_\_\_ Contract Value (Final): \_\_\_\_\_

Boatyard's Project Manager: \_\_\_\_\_

Boatyard's Foremen/Trade: \_\_\_\_\_

Boatyard's In-House Engineers: \_\_\_\_\_

Boatyard's Subcontracted Engineers: \_\_\_\_\_

If applicable:

National Fire Protection Association (NFPA) Fireboat Type: \_\_\_\_\_

\*\*\*\*\*

PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

OWNER'S NAME \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

OWNER'S REPRESENTATIVE \_\_\_\_\_

OWNER'S REPRESENTATIVE PHONE NUMBER \_\_\_\_\_

VESSEL TYPE/QUANTITY \_\_\_\_\_

ADD'L CONTACT PERSON'S NAME/ROLE IN THE PROCUREMENT \_\_\_\_\_

VESSEL INFORMATION:

Vessel Name: \_\_\_\_\_

Length: \_\_\_\_\_

Beam: \_\_\_\_\_

Depth: \_\_\_\_\_

Installed Power (HP): \_\_\_\_\_ Propulsor Type: \_\_\_\_\_

Full Load Draft: \_\_\_\_\_

Sea Trial Displacement: \_\_\_\_\_

Top Speed at Sea Trials: \_\_\_\_\_

Full Load Displacement: \_\_\_\_\_

Top Speed at Full Load Displacement: \_\_\_\_\_

Special Features (w/Capacities): \_\_\_\_\_

Contract Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Planned Delivery Date (at Contract Signing): \_\_\_\_\_

Contract Value (Original): \_\_\_\_\_ Contract Value (Final): \_\_\_\_\_

Boatyard's Project Manager: \_\_\_\_\_

Boatyard's Foremen/Trade: \_\_\_\_\_

Boatyard's In-House Engineers: \_\_\_\_\_

Boatyard's Subcontracted Engineers: \_\_\_\_\_

If applicable:

National Fire Protection Association (NFPA) Fireboat Type: \_\_\_\_\_

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***EXHIBIT C***

**SPECIFICATION FOR CONSTRUCTION  
OF 50 FT ALUMINUM FAST ATTACK FIREBOAT**

DOCUMENT NO. 111064-832-1  
Revision A, October 12, 2011



***EXHIBIT D***

**OUTBOARD PROFILE & GENERAL ARRANGEMENT**

DOCUMENT NO. 111064-101-1  
Revision -- AUGUST 31, 2011

## APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the

## PROPOSAL NO. 113535 – CONSTRUCTION OF TWO (2) 50' ALUMINUM FIREBOATS

contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008