

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	<u>JAN 7 4 2013</u>
Recommend Approval	<input checked="" type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	_____

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Bay Shipbuilding Company for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: 76533 copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<prod description/name>> (Attach List).

Pre-Assigned Specification No.: _____ Pre-Assigned Contract No.: _____


COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____ Company or Agency Name: _____

Specification #: _____ Contract or Program Description: _____

Modification #: Req. (Attach List, if multiple)

<u>Mark O'Malley</u>	<u>312-744-3700</u>		<u>Water Management</u>	<u>1/27/12</u>
Originator Name	Telephone	Signature	Department	Date (mm/dd/yr)

<p><input checked="" type="checkbox"/> PROCUREMENT HISTORY</p> <p>Bay Ship Building Company performed previous five (5) year Dry Dock Inspections concerning the Chicago Department of Water Management Tugboat James J. Versluis in 1998, 2003, and 2008.</p>
<p><input checked="" type="checkbox"/> ESTIMATED COST</p> <p>Department of Water Management – Tugboat, James J. Versluis DWM - Funding, 012-0200-088-2020-0162-220162 Estimate Cost will be \$847,397.00</p>
<p><input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS</p> <p>The schedule payment for the Tugboat is as follows:</p> <ul style="list-style-type: none"> • \$20,000 Dry Dock Reservation due January 31, 2012 • \$100,000 due upon docking vessel on/about September 9, 2013 • \$200,000, due September 30, 2013 • \$300,000, due October 15, 2013 • Final balance of contract paid in full before vessel departs from Bay Shipbuilding <p>The Department of Water Management, Bureau of Water Supply, would like to commence with this contract ASAP, because a Dry</p>

Dock reservation must be in place by 1/31/2013

EXCLUSIVE OR UNIQUE CAPABILITY

The Bay Shipbuilding originally constructed the Versluis in 1957 and has the original plans and specifications. Should another company be awarded this contract, plans and specifications would have to be forwarded in order for work to commence and security concerns would thereby be compromised.

Bay Shipbuilding Co. is the closest full service Shipyard to Chicago. As such sailing time to Sturgeon Bay would be approximately seventeen (17) hours. Also, note that additional expenses would not have to be incurred concerning land transportation to the Dry Dock. Additionally, should the need arise to ship spare parts out of the Bureau of Water Supply, Division of Water Pumping Inventory to the Shipyard, transportation expenses would be minimal.

Vassel surveys and repairs are very specialized field and vendors are required to carry American Bureau of Shipping and United States Coast Guard Certification.

Also, personnel at Bay Shipbuilding are familiar with the American Bureau of Shipping (A.B.S.) standards. Therefore all work performed by Shipbuilding is A.B.S. compliant.


Moreover, A.B.S. Inspectors are on site at Bay Shipbuilding Company, and a full time security staff is also on site at Bay Shipbuilding Company, thereby ensuring security while the Tugboat is in Dry Dock.

In the past, previous non-compliant work performed at Department of Water Management facilities had to be redone by the Bay Shipbuilding Company.

Furthermore, the American Bureau of Shipping's five year inspection has to be completed by September 2013 to stay in compliance with A.B.S. standards. Again, Bay Shipbuilding Company is the closet full service A.B.S. dry dock to Chicago with the appropriate security, staff and magnitude to perform these duties.

OTHER

APPROVED BY:



DEPARTMENT HEAD OR DESIGNEE

Felicia L. Kowalski

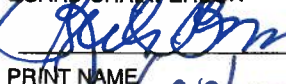
PRINT NAME

CHIEF PROCUREMENT OFFICER

12/17/12
DATE

RICH BUTLER

BOARD CHAIRPERSON



PRINT NAME

DATE OF APPROVAL

JAN 28 2013

DATE

1/28/13

SLT
1/24/13

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received
Date Returned
Date Accepted
CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 11/20/12	Need by (estimated date):	
Requisition No.: 76533	Contact Person:	Project Manager:
Specification No.: (if known) 112987	Margarita Alvarez	Felicia Rawlings
PO No.: (if known)	Telephone: -7471683	Telephone: -7450581
Modification No.: (if known)	Fax: -7429087	Fax: -7477078
Previous PO No.: (if known)	Email: malvarez@cityofchicago.org	Email: felicia.rawlings@ex.cityofchicago.org
Project Description: NEW ONE SHOT SOLE SOURCE CONTRACT FOR TUGBOAT MAINTENANCE, PARTS AND/OR REPAIR SERVICES		

Funding:

City:	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
001/37	0/2	0700	088	2020	0167	W004	220162		

Term Estimated Value \$ 847,397.00

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: (DATE)

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request	Modification/Amendment
<input checked="" type="checkbox"/> Blanket/Term/DUR/Agreement	<input type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input type="checkbox"/> Vendor Limit Increase
<input checked="" type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input checked="" type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term:

** Requested Term (Number of Months): N/A

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

DPS PROJECT CHECKLIST

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

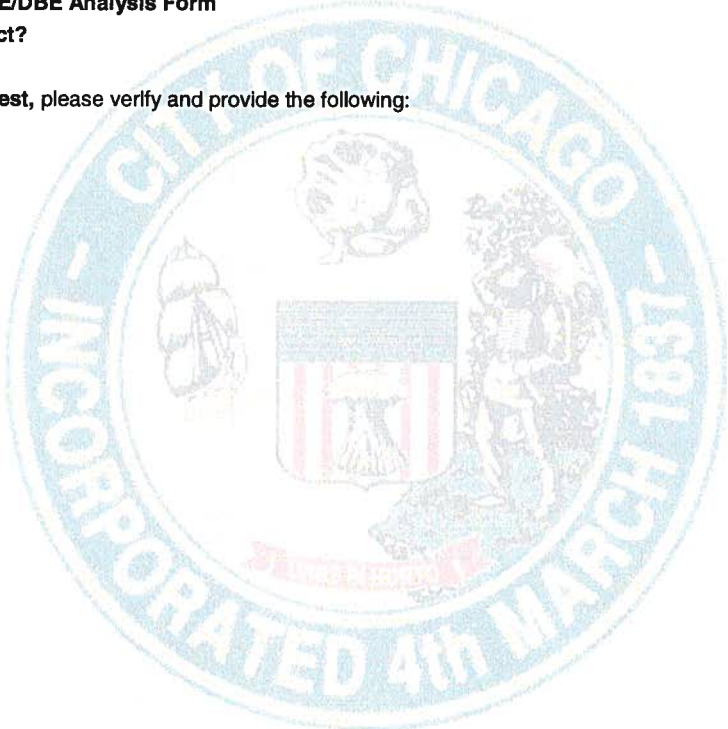
- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

- Is this a **Revenue Producing contract**? Yes No

If Modification or Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2013

PRODUCER 1-312-780-8000

Integro USA Inc.
dba Integro Insurance Brokers
190 South LaSalle Street
Suite 2000
Chicago, IL 60603
Linda Pratt

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Bay Shipbuilding Company
c/o Fincantieri Marine Group, LLC
1600 Ely Street

Marinette, WI 54143-2434

INSURER A: Sentry Insurance a Mutual Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	90-17430-02	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	90-17430-01	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Automobile Only - City of Chicago is an additional insured (primary/non-contributory) as respects 2013 Drydocking the tug James Versluis in September 2013.

CERTIFICATE HOLDER

City of Chicago
Department of Procurement Services
Felicia Rawlings
121 N. LaSalle Street, #403
Chicago, IL 60602

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

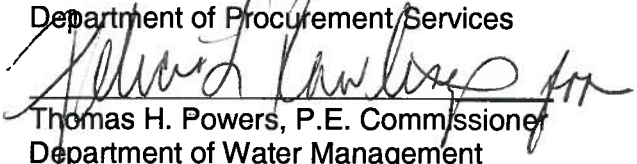
The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



DEPARTMENT OF WATER MANAGEMENT
CITY OF CHICAGO

MEMORANDUM

TO: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

FROM: 
Thomas H. Powers, P.E. Commissioner
Department of Water Management

ATTN: Richard Butler

SUBJECT: Sole Source Procurement
DWM Tugboat, James J. Versluis,
American Bureau of Shipping – 5 Year Survey,
Dry Dock Maintenance and Repairs
Requisition No. 76533

DATE: December 7, 2012

The Department of Water Management, Bureau of Water Supply – Division of Pumping is requesting that Bay Shipbuilding Company, located in Sturgeon Bay Wisconsin, be awarded a Sole Source contract to perform the mandated five (5) year Survey. Estimated cost \$847,397 for Dry Dock Maintenance and Repairs for the DWM Tugboat, James J. Versluis.

Additionally, the reasons' concerning this request is as follows:

Bay Shipbuilding performed the mandated Dry Dock Maintenance and Repairs for the DWM Tugboat, James Versluis is 2003, and 2008.

Bay Shipbuilding Co. is the closest full service Shipyard to Chicago. As such, sailing time to Sturgeon Bay would be approximately seventeen (17) hours. Also, note that additional expenses would not have to be incurred concerning land transportation to the Dry Dock. Additionally, should the need arise to ship spare parts out of the Bureau of Water Supply, Division of Water Pumping Inventory to the Shipyard, transportation expenses would be minimal.

Vessel surveys and repairs are very specialized field. They are required to carry American Bureau of Shipping and United States Coast Guard Certification.

Bay Shipbuilding Co. originally constructed the Versluis in 1957 and has the original plans and specifications. Should another company be awarded a contract for this work, plans and specifications would have to be forwarded in order for work to commence and security concerns would thereby be compromised.

Also, personnel at Bay Shipbuilding is familiar with the American Bureau of Shipping (ABS) standards. Therefore all work performed by Bay Shipbuilding is A.B.S. compliant. In the past previous non-compliant work performed at DWM facilities had to be redone by the Bay Shipbuilding Company.

Moreover, A.B.S. Inspectors are on site at Bay Shipbuilding Company, and a full time security staff is also on site at Bay Shipbuilding Company, thereby ensuring security while the Tugboat is in Dry Dock.

We would like to request your consideration for a Sole Source contract with Bay Shipbuilding Company for the 2013 mandated A.B.S. survey/inspection.

Thank you in advance for your immediate attention.

cc: Julie Hernandez-Tomlin
Beverly Ingram
Alan Stark
Mark O'Malley
Felicia Rawlings
Terrence Glavin
Jeanette Cygan

SCOPE OF SERVICES

The Contractor must provide Shipyard Services for repair work (not rehabilitation work to like new condition) necessary to comply with the American Bureau of Shipping (ABS) standards, and in accordance with, but not limited to these Detailed Specifications.

A. Project Description

The description of the Project described herein is intended to be general in nature and is not be construed to be a complete description of the Project or a limitation on the Services to be provided hereunder.

B. Role of the Contractor in the Project

The Contractor must provide Shipyard Services for repair work (not rehabilitation work to like new condition) necessary to comply with the American Bureau of Shipping (ABS) standards, and in accordance with, but not limited to these Detailed Specifications.

The Contractor hereby warrants and represents that it understands its intended role as set forth herein and assumes all responsibilities thereunder by its execution of this Contract. The Contractor further warrants and represents to cooperate in the performance of its Services hereunder with the City, including without limitation its officials, employees, agents, and all other interested parties.

C. Role of the City in the Project

The City, acting through its officials, employees and other agents, will retain final authority with regard to all Project related decisions.

STANDARD OF PERFORMANCE

The Contractor must perform the Services required of it under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by professionals performing these types of Services in projects of a scope and magnitude comparable to the Project described herein.

The Contractor must be responsible for the work the Contractor has agreed to perform. The Contractor must use its reasonable efforts to provide timely and satisfactory completion of such work. The Contractor must act in the best interest of the City, consistent with the professional and fiduciary obligations assumed by it in entering into this Contract. The Contractor must perform the repair and installation work as described in Exhibit 1. The Contractor will not be liable for any components, which have been provided by City personnel. The Contractor will not be liable for or be responsible for any pre-

existing physical condition of any component of the tug James J. Versluis which may exist and which is not to be repaired, however the Contractor will be responsible for his workmanship and for those components which he has repaired.

The Contractor, in executing this Contract, accepts the relationship of trust and confidence established between it and the City by this Contract. The Contractor covenants with the City to furnish its best skill and judgment and to cooperate with the officials, employees, and agents of the City in furthering the interests of the City.

The Contractor agrees to furnish efficient business administration and superintendence and to use its reasonable efforts to complete the Work in an expeditious and economical manner consistent with American Bureau of Shipping (ABS) standards, the ship repair industry standards, and the interests of the City.

The Contractor must perform or cause to be performed all Services required by this Contract. All Services performed and materials provided by the Contractor must conform with all established rules, regulations, and requirements of the ABS and the United States Coast Guard.

In the event the Contractor fails to comply with the above referenced standards, the Contractor must perform again, at its own expense, any and all of the Work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the Services by the City, the Contractor must remain responsible for the professional and technical accuracy of all of the Services and Deliverables, as defined herein and furnished under this Contract, unless the technical inaccuracy or error was caused by inaccurate information being supplied by the City. This provision will in *no way* be considered as limiting the rights of the City against the Contractor either under this Contract, in law or in equity.

Original copy 12/11/12

DESCRIPTION OF WORK

1. Dock and undock vessel to include block setting, handle lines to dock and undock and operate dock.
2. Docking Day
3. Lay days each (est. 8-weeks).
4. Services while in shipyard to include gangway, shore power, phone, garbage disposal and sewerage disposal.
5. Ultrasound testing of Hull.
6. Clean bilges for gas free to include power and pump off of oily water slops
7. Marine chemist services.
8. Megger readings where required.
9. Open and inspect sea valves to include sea chest screens, replace sea chest valves with City supplied valves.
10. Rudder bearing clearances without disassembly of rudders.
11. Remove rudder and replace pintle bearing.
12. Remove propeller blades.
13. Drain CP system and assist Bird Johnson representative with inspection of Hub and CP system.
14. Tail shaft bearing clearances.
15. Minor rehab of prop blades removed at dry-docking.
16. Blast and paint underwater hull from top of Bulwarks to keel. Apply two (2) coats of epoxy and one (1) coat anti fouling to underwater hull. To include one (1) coat of finish blue to upper ship sides includes compartment for under water Hull Blast.
17. Maintenance and repair of tugboats (incl. docking) – room and board for crew of four (4) for eight (8) weeks.
18. Renew bow bumper.
19. Open, inspect, and re-coat potable water tank and sanitary tank.
20. Hull anode replacement.
21. Replace 2 Diesel Generators and accessories with City-supplied units, supply and install power and control cable, modify exhaust system as required supply and install plumbing fittings valves and piping into existing sea water supply and discharge for heat exchange cooling.
22. Replace existing boiler with City supplied unit and accessories, Abatt asbestos as required, supply and install piping fittings and valves into existing water supply and header.
23. Replace existing exhaust stack for main engine
24. Paint wheel house and super structure prepare and paint all surfaces about water line. Spot treatment of rust as required, prime areas following rust removal.
25. Replace eight (8) water tight doors.
26. Remove wastage from fuel tank.
27. Re-mount search lights.
28. Replace deck lights
29. Fabricate and install bookcase.
30. Upgrade running lights.
31. Fantail, remove rust and prime as required.
32. Repair deck in engine room.
33. Repair fuel monitor.
34. Repair shear pin.
35. Jacket, oil cooler repairs
36. Bird - Johnson representative
37. Faulty wiring repair/replacement



November 9, 2012

City of Chicago
Department of Water Management
1000 East Ohio
Chicago, Illinois 60611

Attention: Felicia Rawlings

Subject: Tug JAMES J. VERSLUIS
Repair Contract

Gentlemen:

Bay Shipbuilding submits this letter in support of an exclusive contract for drydocking and repairs of the JAMES J. VERSLUIS.

The subject vessel was designed and constructed in Sturgeon Bay at the BSC facility. Drawings and calculations are readily available to support the drydocking, 5-year survey work and modifications as planned. We are also the closest full service shipyard on Lake Michigan with a full complement of professional trades at your service. Bay Shipbuilding was an exclusive contractor to the City of Chicago in 2008 for the same project.

We respectfully request you consider and grant approval for an exclusive contract for the repair of the Tug James J. VERSLUIS.

Sincerely,

BAY SHIPBUILDING COMPANY

A handwritten signature in black ink, appearing to read "Julie C. Koch", is written over the printed name.

Julie C. Koch
Manager, Contract Services



November 9, 2012

City of Chicago
Department of Water Management
1000 East Ohio
Chicago, Illinois 60611

Attention: Felicia Rawlings

Subject: Waiver for Minority Business Enterprise and Women Business Enterprise

Gentlemen:

In reference to the sole source contract between the City of Chicago and Bay Shipbuilding, specifically for docking and repairs to the Tug James J. VERSLUIS, we offer the following.

The City of Chicago's web assistance links were searched for certified/qualified/available "minority business" and "women owned" businesses.

We ask for a full waiver of "minority business" and "women owned" participation on this contract for the following reasons:

-The drydock, survey and repairs will take place at our Sturgeon Bay, Wisconsin facility, approximately a 5-hour drive from Chicago.

-Vessel surveys and repairs are a very specialized field. Workers and vendors are required to carry American Bureau of Shipping and United States Coast Guard Certification.

-In researching the list of companies certified as "minority business" and "women owned" businesses, none appear to carry the expertise or certifications required to perform this work.

-The Tug James J. VERSLUIS was last dry-docked for survey at our facility in September 2008. A waiver was granted for that contract and the requirements for this contract are very similar.

BAY SHIPBUILDING CO.
Fincantieri Marine Group LLC
605 North Third Avenue P.O. Box 830 - Sturgeon Bay, WI 54235-0830
ph. 920-743-5524 - fax 920-743-2371
www.fincantierimarinegroup.com

a FINCANTIERI company



Bay Shipbuilding looks forward to once again working with the City of Chicago on this important project. Feel free to call me with any questions you may have.

Sincerely,
BAY SHIPBUILDING COMPANY

A handwritten signature in black ink, appearing to read "Julie C. Koch", written over the printed name.

Julie C. Koch
Manager, Contract Services



**DEPARTMENT OF WATER MANAGEMENT
CITY OF CHICAGO**

November 20, 2012

Ms. Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Attn: Monica Jimenez

Re: Waiver Request
Bay Shipbuilding Company
Tugboat Maintenance, Parts and Repair Services
Req. 76533

Dear Ms. Rhee:

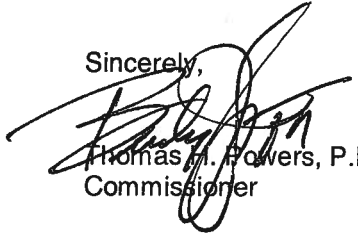
The Department of Water Management would like to request approval for a full waiver to Bay Shipbuilding Co. Bay Shipbuilding Co. initially constructed the Versluis in 1957 and has performed similar inspection work in the past for the Department of Water Management. Bay Shipbuilding Co. is located in Sturgeon Bay Wisconsin and is the closet full service shipyard to Chicago. Bay Shipbuilding Co. also has American Bureau of Shipping (ABS) inspectors on site and a full time security staff which guarantees Water Management that any work performed on the Tugboat will be (ABS) compliant and secured while Dry Docked.

In their efforts to comply with the City of Chicago's MBE/WBE compliance goals, Bay Shipbuilding Co. searched the City of Chicago's certified MBE/WBE website and was unable to identify companies with the expertise and certification requirements needed to perform this work.

We have attached a letter from Bay Shipbuilding Co. explaining their position regarding MBE/WBE. Therefore, DWM would like request that the compliance requirements be processed as a Non-States Goals since tugboat survey, inspection/repairs are specialized fields and because the previous contract for the 2003 and 2007 survey/inspection was granted a full waiver for similar services.

Thank you in advance for your attention in expediting this request for full waiver. Feel free to contact Felicia Rawlings, Supervisor of Contracts at 312-745-0581 if you require additional information in order to process this request.

Sincerely,



Thomas M. Powers, P.E.
Commissioner

cc: Julie Hernandez-Tomlin
Beverly Ingram
Alan Stark
Mark O'Malley
Felicia Rawlings
Terrence Glavin
Jeqanette Cygan



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 37819

Date of This Filing: 11/09/2012 01:54 PM

Certificate Printed on: 11/09/2012

Original Filing Date: 11/09/2012 01:54 PM

Disclosing Party: Fincantieri Marine Group
LLC

Title: Accountant

Filed by: Lisa Baker

Matter: Dry dock and Survey of Tug James V

Verlsuis

Applicant: Fincantieri Marine Group LLC

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

List of User Department Personnel Participating in the NCRB Meeting;

The Department of Water Management (Department No. 88) will be the only user Department on this Sole Source Contract for Bay Shipbuilding Company.

The following people will attend to the Sole Source NRCB Meeting for the Tugboat, James J. Versluis American Bureau of Shipping – 5 year Survey, Dry Dock Maintenance and Repairs.

**Mark O'Malley
Felicia Rawlings
Margarita Alvarez**



2013 Tug James Versluis Repairs			
Description	Qty	Price ea	Total
Dock & Undock tug	1	\$ 15,000.00	\$ 15,000.00
Docking Day	1	\$ 830.00	\$ 830.00
Lay Days - ea	56	\$ 622.00	\$ 34,832.00
Dock Pump Charge	1	\$ 1,000.00	\$ 1,000.00
Shore service per day	56	\$ 500.00	\$ 28,000.00
Room & Board per wk	8	\$ 1,820.00	\$ 14,560.00
Marine Chemist	10	\$ 3,100.00	\$ 31,000.00
Drain CP system	1	\$ 17,000.00	\$ 17,000.00
Tailshaft bearing clearances	1	\$ 2,000.00	\$ 2,000.00
Rudder bearing clearances	1	\$ 2,275.00	\$ 2,275.00
Remove rudder & replace pintle brg	1	\$ 5,750.00	\$ 5,750.00
Bird Johnson rep costs	1	\$ 13,800.00	\$ 13,800.00
Remove propeller blades	1	\$ 9,500.00	\$ 9,500.00
Blast/paint hull - keel - bulwarks	1	\$ 50,000.00	\$ 50,000.00
Hull anode replacement	2	\$ 1,150.00	\$ 2,300.00
Gas free bilges	1	\$ 12,000.00	\$ 12,000.00
Ultrasound hull	1	\$ 750.00	\$ 750.00
Megger readings	1	\$ 2,700.00	\$ 2,700.00
Overboard valve insp/repair	1	\$ 10,000.00	\$ 10,000.00
Generator replacement	2	\$ 25,000.00	\$ 50,000.00
Boiler replacement	1	\$ 20,000.00	\$ 20,000.00
Rehab propeller blades	1	\$ 15,000.00	\$ 15,000.00
Bow bumper upgrade	1	\$ 25,000.00	\$ 25,000.00
Replace mn engine exhaust stack	1	\$ 11,500.00	\$ 11,500.00
Paint house & superstructure	1	\$ 100,000.00	\$ 100,000.00
Replace ext watertight doors	8	\$ 10,000.00	\$ 80,000.00
Fuel tank wastage	1	\$ 20,000.00	\$ 20,000.00
Relocate search lights	2	\$ 2,300.00	\$ 4,600.00
Potable water tank insp/repair	1	\$ 20,000.00	\$ 20,000.00
Replace deck lights	1	\$ 11,500.00	\$ 11,500.00
Fab/install galley bookcase	1	\$ 11,500.00	\$ 11,500.00
Sanitary & potable water tk work	2	\$ 20,000.00	\$ 40,000.00
Running lights upgrade	1	\$ 30,000.00	\$ 30,000.00
Fantail rust removal/repair/paint	1	\$ 25,000.00	\$ 25,000.00
Upper engine room decking repair	1	\$ 20,000.00	\$ 20,000.00
Fuel monitor repairs	1	\$ 15,000.00	\$ 15,000.00
Kamewa shear pin repair	1	\$ 10,000.00	\$ 10,000.00
Jacket & oil cooler repairs	2	\$ 20,000.00	\$ 40,000.00
Faulty wiring repair	1	\$ 20,000.00	\$ 20,000.00
Containment for underwater hull blast	1	\$ 25,000.00	\$ 25,000.00
Total ROM estimated costs			\$ 847,397.00

Tug James Versluis 2013



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 37819

Certificate Printed on: 11/09/2012

Date of This Filing: 11/09/2012 01:54 PM

Original Filing Date: 11/09/2012 01:54 PM

Disclosing Party: Fincantieri Marine Group
LLC

Title: Accountant

Filed by: Lisa Baker

Matter: Dry dock and Survey of Tug James V
Verlsuis

Applicant: Fincantieri Marine Group LLC

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 37819**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Fincantieri Marine Group LLC

Enter d/b/a if applicable:

Bay Shipbuilding Co

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

PO Box 830
605 N 3rd Ave
Sturgeon Bay, WI 54235
United States

C. Telephone:

920-746-3332

Fax:

920-746-8940

Email:

lisa.baker@us.fincantieri.com

D. Name of contact person:

Lisa Baker

E. Federal Employer Identification No. (if you have one):

39-1947771

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Dry dock and Survey of Tug James V Verlsuis

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Nevada

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Officer: Mr. Todd Thayse
Title: Acting Vice President/GM
Role: Officer

Officer: Mr. Francesco Valente
Title: President & CEO
Role: Officer

B. CERTIFICATION REGARDING Controlling Interest

1.b.1 Are there any individuals who control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Mr. Todd Thayse
Title: Acting Vice President/GM

Name: Mr. Francesco Valente
Title: President & CEO

1.b.3 Are there any legal entities that control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

No

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Fincantieri Marine Group Holdings Inc - 100%

Owner Details

Name	Address
Fincantieri Marine Group Holdings Inc	3301 S Packerland Dr Suite D DePere, WI 54115 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in [Chapter 2-156 of the Municipal Code](#), with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under [Municipal Code Section 2-92-415](#), substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. Pursuant to [Municipal Code Chapter 1-23](#), Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of [Municipal Code Section 2-92-610 \(Living Wage Ordinance\)](#).

I certify the above to be true

4. Neither the Disclosing Party, [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the [Specially Designated Nationals List](#), the [Denied Persons List](#), the [Unverified List](#), the [Entity List](#) and the [Debarred List](#).

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of [Chapters 2-55 \(Legislative Inspector General\)](#), [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided

in the course of official City business and having a retail value of less than \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in [Section 2-32-455\(b\) of the Municipal Code](#), the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in [Chapter 2-156 of the Municipal Code](#) have the same meanings when used in this Part D.

1. In accordance with [Section 2-156-110 of the Municipal Code](#): Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, [Chapters 2-156](#) and [2-164](#) of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of [Chapter 1-23 of the Municipal Code](#) (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by [Chapter 1-23](#) and [Section 2-154-020 of the Municipal Code](#).

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its [Affiliated Entities](#) delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its [Affiliated Entities](#) will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal [Excluded Parties List System \("EPLS"\)](#) maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not

to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under [Municipal Code Section 2-154-015](#), the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

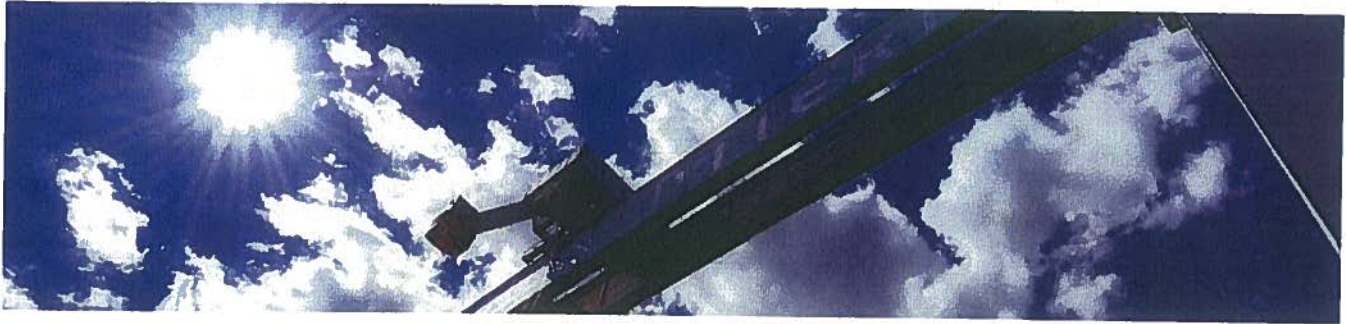
/s/ 11/09/2012

Lisa Baker

Accountant

Fincantieri Marine Group LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



Company Home Company Subsidiaries and Associated Companies Fincantieri Marine Group LLC

Profile

Print → Send

Management

Fincantieri Marine Group

Organisation

Technology

History

Fincantieri Marine Group (FMG) is one of the leading mid-sized shipbuilders in the United States for commercial and governmental customers, including the U.S. Navy and U.S. Coast Guard.

LINKS

Subsidiaries and Associated Companies

Fincantieri Marine Group

Orizzonti Sistemi Navali S.p.A.

FMG is headquartered in Wisconsin and controls the following shipyards:

Isotta Fraschini Motori S.p.A.

Marinette Marine: shipyard located in Marinette (WI), focused in the design and production of naval ships

Fincantieri Marine Systems North America Inc.

Bay Shipbuilding: shipyard located in Sturgeon Bay (WI), specialized in newbuilding of commercial ships and in shiprepair services

Fincantieri Marine Group LLC

ACE Marine: production plant specialized in aluminium constructions located in Green Bay (WI)

CETENA S.p.A.

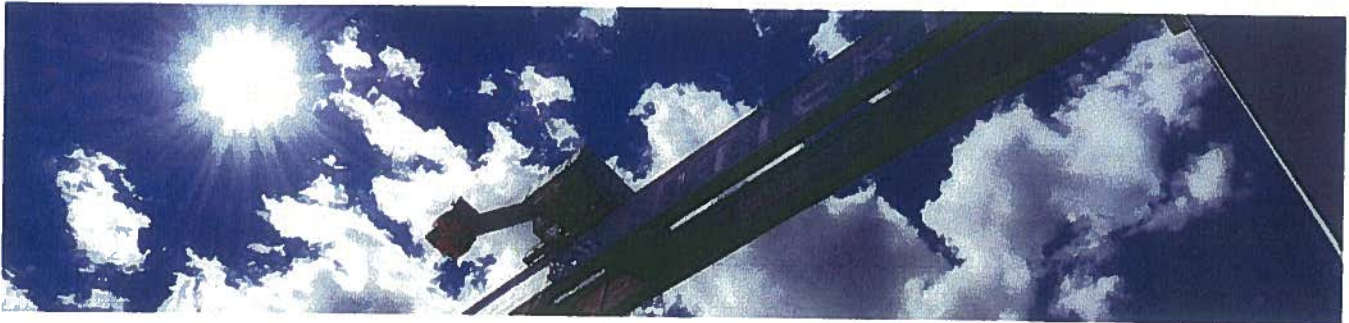
Marinette Marine Corporation
1600 Ely St.
Marinette, WI 54143-2434
ph. 715-735-9341
fax 715-735-4774

Facilities

Bay Shipbuilding Company
605 North Third Avenue P.O. Box 830
Sturgeon Bay, WI 54235-0830
ph. 920-743-5524
fax 920-743-2371

ACE Marine LLC
201 South Pearl Street
Green Bay WI 54301
ph. 715-735-4101
fax 715-735-8644

Fincantieri Marine Group
3301 S. Packerland Drive, Suite D
De Pere, WI 54115
Tel 715-735-9341
Fax 715-735-4774



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Management

FINCANTIERI

Chairman **CORRADO ANTONINI**

Chief Executive Officer **GIUSEPPE BONO**

General Manager Corporate **VITALIANO PAPPAIANNI**

Chief Operating Officer **ENRICO BUSCHI**

Executive Senior Vice President Merchants Ships **GABRIELE COCCO**

Executive Senior Vice President Ship Repairs and Conversions **GIORGIO RIZZO**

Executive Senior Vice President Naval Vessels **ALBERTO MAESTRINI**

Executive Senior Vice President Mega Yachts **GIOVANNI ROMANO**



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Subsidiaries and Associated Companies

Orizzonti Sistemi Navali S.p.A.

Isotta Fraschini Motori S.p.A.

Fincantieri Marine Systems North America inc.

Fincantieri Marine Group LLC

CETENA S.p.A.

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Subsidiaries and Associated Companies

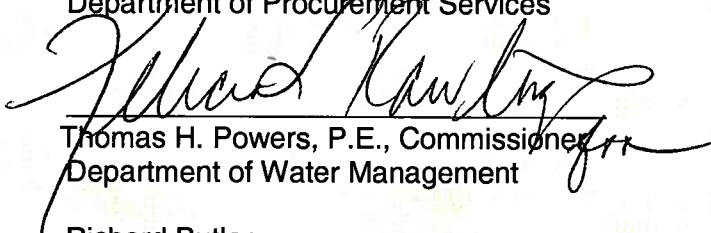
Fincantieri Group comprises a number of associated and subsidiary companies, including Orizzonte Sistemi Navali S.p.A headquartered in Genoa, Isotta Fraschini Motori headquartered in Bari, Fincantieri Marine Systems North America headquartered in the United States, Fincantieri Marine Group headquartered in the United States and CETENA, the Research and Development centre whose main office is in Genoa.



DEPARTMENT OF WATER MANAGEMENT
CITY OF CHICAGO

MEMORANDUM

TO: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

FROM: 
Thomas H. Powers, P.E., Commissioner
Department of Water Management

ATTN: Richard Butler

DATE: January 18, 2013

SUBJECT: Sole Source Procurement
DWM Tugboat, James J. Versluis
American Bureau of Shipping – 5 Year Survey,
Dry Dock Maintenance and Repairs
Requisition No 76533 – Spec No. 112987

On January 8, 2013, the Department of Water Management met with the sole source board and was conditionally approved, pending additional request for quotes from other shipyard company's, to enter into a sole source contract with Bay Shipbuilding to perform our mandated five (5) year inspection/survey. Additionally, in an effort to meet the board's request, DWM identified and contacted the following shipyard company's and received the following responses:

Chicago Dry Dock located at 106th & Torrence in Chicago, IL – no response to our phone calls;

Basic Shipbuilding in Escanaba, MI – no response by date requested;

Great Lakes Dredge & Dock in Illinois could not provide services requested;

Independent Marine Associates in Lemont, IL – no response;

DWM would also like to reiterate with our past experience in identifying, contacting and working with other shipyards and dry docks located in the Great Lakes region the following concerns/disadvantages that occurred:

- Previous non-compliant work performed had to be redone by Bay Shipbuilding Company;
- Great Lakes Dredge and Dock located approximately 640 nautical miles from Chicago would cost the city more in round trip costs versus a round trip to Bay Shipbuilding;
- Qualified Marine Pilots would have to be hired and brought on board as the Tugboat would have to navigate restricted waterways such as the Detroit River;
- Other full service, A.B.S. compliant shipyards located in the United States, such as National Steel in San Diego, CA and Bath Iron Works located in the state of Maine were not considered due to the logistics of transporting the tug boat to the east or west coast;

Therefore, DWM is requesting that the sole source board move forward with a full approval to enter into a sole source contract with Bay Shipbuilding Company for our five (5) year inspection/survey.

If you have any questions or require additional information, please contact Felicia Rawlings, Supervisor of Contracts at 745-0581.

cc: Julie Hernandez-Tomlin
Beverly Ingram
Alan Stark
Mark O'Malley

Tug Boat Quotation

Rawlings, Felicia

Sent: Wednesday, January 09, 2013 10:33 AM

To: dparenti@GLDD.com

Attachments: TUGBOAT_-_QUOTE[1].doc (55 KB)

Diane, as per our phone conversation, the City of Chicago - Department of Water is looking to have a mandated inspection performed on our tugboat, the James J. Versluis which was constructed in 1957. The size of the tugboat is approximately 80 foot long, 22 feet wide and 126 tons. Also, note that the city requires 24/7 security guards while docked and ABS inspectors on site at all times. I have attached a description of work and we will also require the installation of generators and one hot water tank which the city will provide. We are looking to have the inspection performed sometime beginning September 2013. Lastly, time is of the essence and therefore I will need an estimated price quote provided no later than the close of business on Wednesday, January 16, 2013. Feel free to contact me with any additional questions. Thanks in advance for your assistance.

Specifications

Motor Vessel James J. Versluis

Radio Call Sign	WJ7254
Official Number	274924
Length Overall	83'0"
Beam	22'1"
Depth amidships	11'0"
Propulsion	Single Screw, Variable Pitch, 72" Propeller
Displacement	126 Tons
Fuel Oil	12,000 Gal.
Potable Water	500 Gal.
Sanitary Water	1,200 Gal.
Lube Oil	450 Gal.
Accommodations:	
	1 Observation Cabin
	1 Crew's Lounge
	3-12 Person Rafts
Life Boats	
Main Engine	Enterprise Diesel, 6 Cyl., 800 H.P.
Pilot House Engine Controls	PDI Division Bird-Johnson (Rolls Royce)
Propulsion System	KaMeWa/Rolls Royce
Pilot House Propulsion Controls	Allen Bradley Processor
Steering System	Matthews Marine, 2-10 H.P. Hydraulic Rams
Search Lights	2 Carlisle & Finch 350 Watt Xenon Electric (20,000,000 Candle Light Power)
Flood Lights	2 Jabsco Remote controlled Spot lights
Fire Pump	Fairbanks Morse, 600 G.P.M.
Ballast Pump	Fairbanks Morse, 450 G.P.M.
Centrifuge	Heli Sep 1000
Air Compressors	2 Quincy 32 C.F.M.
Intercom Telephone System	Hose McCann Co.
Intercom Hailer System	Horizon
Tow Line	600' 2' Nylon
Capstan	Superior Lidgerwood, Mundy Millennium 2000
Wenches	2 Ingersoll-Rand 25 Ton Electric Wenches
Lavatories	2 Incinolet U.S.C.G. Approved Lavatories
Ships Heater	Way-Wolf , 472,000 B.T.U. Hot Water System
Air Conditioning	Mitsubishi Heavy Industries Climate Control

DESCRIPTION OF WORK

1. Dock and undock vessel to include block setting, handle lines to dock and undock and operate dock.
2. Docking Day
3. Lay days each (est. 8-weeks).
4. Services while in shipyard to include gangway, shore power, phone, garbage disposal and sewerage disposal.
5. Ultrasound testing of Hull.
6. Clean bilges for gas free to include power and pump off of oily water slops
7. Marine chemist services.
8. Megger readings where required.
9. Open and inspect sea valves to include sea chest screens, replace sea chest valves with City supplied valves.
10. Rudder bearing clearances without disassembly of rudders.
11. Remove rudder and replace pintle bearing.
12. Remove propeller blades.
13. Drain CP system and assist Bird Johnson representative with inspection of Hub and CP system.
14. Tail shaft bearing clearances.
15. Minor rehab of prop blades removed at dry-docking.
16. Blast and paint underwater hull from top of Bulwarks to keel. Apply two (2) coats of epoxy and one (1) coat anti fouling to underwater hull. To include one (1) coat of finish blue to upper ship sides includes compartment for under water Hull Blast.
17. Maintenance and repair of tugboats (incl. docking) – room and board for crew of four (4) for eight (8) weeks.
18. Renew bow bumper.
19. Open, inspect, and re-coat potable water tank and sanitary tank.
20. Hull anode replacement.
21. Replace 2 Diesel Generators and accessories with City-supplied units, supply and install power and control cable, modify exhaust system as required supply and install plumbing fittings valves and piping into existing sea water supply and discharge for heat exchange cooling.
22. Replace existing boiler with City supplied unit and accessories, Abatt asbestos as required, supply and install piping fittings and valves into existing water supply and header.
23. Replace existing exhaust stack for main engine
24. Paint wheel house and super structure prepare and paint all surfaces about water line. Spot treatment of rust as required, prime areas following rust removal.
25. Replace eight (8) water tight doors.
26. Remove wastage from fuel tank.
27. Re-mount search lights.
28. Replace deck lights
29. Fabricate and install bookcase.
30. Upgrade running lights.
31. Fantail, remove rust and prime as required.
32. Repair deck in engine room.
33. Repair fuel monitor.
34. Repair shear pin.
35. Jacket, oil cooler repairs
36. Bird - Johnson representative
37. Faulty wiring repair/replacement

DESCRIPTION	QUANTITY	PRICE EACH	TOTAL
Dock & Undock tug	1		
Docking Day	1		
Lay Days-ea	56		
Dock Pump Charge	1		
Shore Service per day	56		
Room & Board per wk.	8		
Marine Chemist	10		
Drain CP system	1		
Tailshaft bearing clearances	1		
Rudder bearing clearances	1		
Remove rudder & replace pintle brg	1		
Bird Johnson rep costs	1		
Remove propeller blades	1		
Blast/paint hull – keel – bulwarks	1		
Hull anode replacement	2		
Gas free bilges	1		
Ultrasound hull	1		
Megger readings	1		
Overboard valve	1		

insp/repair			
Generator replacement	2		
Boiler replacement	1		
Rehab propeller blades	1		
Bow bumper upgrade	1		
Replace mn engine exhaust stack	1		
Paint house & superstructure	1		
Replace ext watertight doors	8		
Fuel tank wastage	1		
Relocate search lights	2		
Potable water tank insp/repair	1		
Replace deck lights	1		
Fab/install gallery bookcase	1		
Sanitary & potable water tk work	2		
Running lights upgrade	1		
Fantail rust removal/repair/paint	1		
Upper engine room decking repair	1		
Fuel monitor repairs	1		
Kamewa shear pin repair	1		

