

New Commuter Class Ferry

18-007

Request for Proposals
and Proposal Notices

Request for Proposal

30 July 2018

Revision A

SAN FRANCISCO BAY AREA

**WATER EMERGENCY
TRANSPORTATION AUTHORITY**

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The San Francisco Bay Area Water Emergency Transportation Authority (WETA, “OWNER”) is seeking proposals from qualified firms in response to this Request for Proposals (“RFP”) for one Commuter Class Passenger Only Ferry, RFP #18-007.

BACKGROUND

The San Francisco Bay Area Water Emergency Transportation Authority, a local agency with multi-county jurisdiction, was established by the California State Legislature to expand regional ferry service and coordinate waterborne emergency response activities on San Francisco Bay. The OWNER’s comprehensive plan to establish ferry service on seven new routes was approved by the Legislature in 2003 (the “Plan”). The OWNER has also assumed operation of existing ferry services in the Bay Area (with the exception of those that are operated by the Golden Gate Bridge Highway and Transportation District), as directed by the Legislature through SB 976 and SB 1093. The Plan was prepared with input from existing private operators, public transit providers, governmental agencies, environmental groups, business organizations and local representatives. The OWNER’s goal is to design, build and operate a seamless transit system that responds to the region’s congestion management needs, serves in an emergency response capacity, develops innovative environmental solutions for ferry vessels, contributes to economic viability, and improves quality of life.

PROPOSAL TIMELINE

Listed below is the anticipated schedule that outlines pertinent dates of which Proposers should be aware—all dates are subject to revision at the OWNER's discretion:

STEP ONE PROPOSAL	
Tue 6/26/18	Step One RFP Release
7/3/18	Step One Written requests for clarifications are due*
Fri 7/20/18	Step One Proposals Due
Mon 7/30/18	Qualified Proposers notified to proceed to Step Two
STEP TWO PROPOSAL	
Fri 8/10/18	Step Two Pre-Proposal Conference
Mon 8/13/18	Step Two Written requests for clarifications are due
Wed 9/19/18	Step Two Proposals Due
Wed 9/26/18	Notice of Intent to award
Thu 10/4/18	Board Approval

*Clarifications pertaining to Step One proposal and Qualifications submittals only.

PURPOSE

The purpose of this Project is to contract a qualified builder (“Proposer”) to design and construct one (1) passenger only ferry vessel that will service multiple existing and future routes on San Francisco Bay. The vessel is not intended as the primary vessel on any specific route, rather as an alternate vessel that is able to be employed as needed to service any of the designated routes. Certain routes have unique physical limitations and performance requirements that must be met to service the route. These key requirements are described in the Technical Specification. The critical requirements of the design carry weighted scoring as described in the Proposal Evaluation Process section of this document.

This RFP describes the design and construction of one ferry. It is WETA's present intent to increase the quantity of vessels to up to 4 ferries. If it determines to increase the number of vessels procured under this RFP, WETA will issue an addendum to clarify the scope of the project.

All work must be performed in conformance with the Technical Specification attached as Part B of this RFP.

SAMPLE AGREEMENT

All Proposers invited to Step Two of the RFP Process will be provided a copy of WETA's Sample Agreement for the project for review and comment as part of the Step Two response process.

PERFORMANCE BOND

The Contractor must furnish at its own expense a Performance Bond at time of contract agreement. The bond must be with a California-admitted corporate surety or with two (2) or more sufficient sureties to be approved by the OWNER. As an alternative to furnishing a bond, the Contractor may guarantee faithful performance of the contract by depositing with the OWNER a certified check or cashier's check from a solvent bank for the prescribed amount. An irrevocable standby letter of credit issued in a form approved by the OWNER may also be an acceptable substitute to a Performance Bond. The Bond must be in the sum equal to 25% of the total contract value or \$4M, whichever is greater. Said bond will guarantee the Contractor's faithful performance of the contract and compliance with all terms, conditions and requirements specified in the contract and must remain in full force and effect until the expiration of all warranties and settlement of all outstanding warranty claims. Refer to Step One submittal requirements regarding letter of surety.

RFP CONTENT; EXAMINATION OF DOCUMENTS

This RFP sets forth the requirements for the preparation, submission and contents of proposals submitted to the OWNER. Further, this RFP describes the process and factors under which each proposal will be evaluated and the selected Proposer identified.

This RFP is organized into the following four parts:

- Request for Proposals: Part A
- Technical Specification: Part B
- Form of Agreement: Part C—to be provided to Proposers invited to participate in Step Two
- Proposal and Contract Forms: Part D

Proposers are solely responsible for examining, with appropriate care and diligence, all these documents and fully informing themselves of all relevant aspects of the services. By submitting a response to this RFP, Proposers represent that they have examined this RFP and are familiar with the scope of services.

PRE-PROPOSAL CONFERENCE

The OWNER will conduct a pre-proposal conference for Proposers invited to participate in Step Two of the RFP process. Attendance is mandatory. The pre-proposal conference is scheduled to take place on 10th August, 2018 at the WETA Office located at Pier 9, Suite 111, The Embarcadero, San Francisco, CA, 94111. The purpose of the pre-proposal conference will be to answer questions about the RFP. All statements and interpretations provided by the OWNER at the pre-proposal conference are non-binding on the Owner unless contained in a subsequent written addendum.

REQUEST FOR CLARIFICATION OF RFP

A request for clarification regarding the meaning or interpretation of this RFP, or the scope of services, may be requested in written form by contacting Keith Stahnke, Project Manager, at stahnke@watertransit.org. All requests must be submitted by the dates and times for Step One and Step Two as set forth in the proposal timeline table above.

The OWNER specifically requests that any questions concerning this RFP be directed only to Keith Stahnke, Project Manager.

Should the Owner determine that clarification of a possibly ambiguous or incomplete statement contained in the RFP is in order, the Owner will issue a written addendum clarifying the matter, which will be posted on the Owner's website (www.sanfranciscobayferry.com). Each Proposer has an ongoing responsibility to check the Owner's website for addenda. The OWNER has no obligation to provide any other notice of addenda being issued. Addenda issued for this RFP, if any, must be expressly acknowledged in Proposer's cover letter.

PROPOSAL DUE DATE: SUBMISSION OF PROPOSALS

Proposals will be submitted and evaluated in a two-step process as set forth in this RFP.

All proposals should be submitted to:

Keith Stahnke, Project Manager
San Francisco Bay Area Water Emergency Transportation Authority
Pier 9, Suite 111, The Embarcadero
San Francisco, CA, 94111

For Step One, two (2) hard copies and one (1) digital copy on USB drive of Step One Proposals must be received at the above address no later than 2:00 PM Pacific Time on 20th July, 2018. Step One Proposals received after the date and time specified above will be considered late and will not be accepted. Instructions for Step Two Proposals will be provided at the time the Owner issues Step Two invitations under the procedures set forth below.

All proposals in response to this RFP should be submitted in a sealed envelope labeled [NEW COMMUTER CLASS FERRY, RFP #18-007] and include the name of the Proposer. Price Proposal information as part of the Step Two Proposal must be submitted in a separate sealed envelope labeled PRICE PROPOSAL – [NEW COMMUTER CLASS FERRY, RFP #18-007], and include the name of the Proposer.

STEP ONE PROPOSAL CONTENTS AND FORMAT

Each Step One Proposal submitted in response to this RFP must respond fully to the requirements of this RFP and include the following elements in the sequence listed below. It is expected that proposals submitted to the OWNER be of professional caliber in context and appearance; however, expensive binders are neither required nor desired. All descriptions and materials should be clear, concise, and provide sufficient information to minimize questions and assumptions. Step One Proposers are encouraged to print double-sided pages to conserve resources.

Step One Cover Letter

The signed cover letter must be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and facsimile numbers, and e-mail address. The cover letter should include the following information:

- Introduction of the firm and summary of its qualifications.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- An express acknowledgement of the receipt of a complete set of RFP documents and all Addenda issued for this RFP, if any.
- Indication of whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. Disclose any such conflicts on a separate document included with the proposal.
- Indicate whether there are any required disclosures pursuant to the Levine Act. See Page 19 of this RFP. Include any such disclosure in a separate document with the proposal.
- Confirm that there are no portions of the proposal that contain confidential information, or indicate that the proposal includes a confidentiality index –see discussion on page 20 of this RFP. If Proposer is marking information as confidential and submitting a confidentiality index, the cover letter must include a statement that the Proposer i) waives all claims against WETA for disclosure of any portion of the proposal not included in the confidentiality index; and ii) agrees to indemnify and defend WETA against all claims arising from WETA's nondisclosure of material included in the confidentiality index.

Step One Technical Proposal

Proposers must provide a Technical Proposal that consists of the following five elements:

- Executive Summary
- Qualifications & Experience
- Basic Vessel Design
- References
- Financial Capacity

EXECUTIVE SUMMARY

Provide a brief summary of the Proposer's qualifications and proposed technical approach. The summary should include any feature(s) that may differentiate this team from others. Describe the Proposer's understanding of the Project and the objectives for the vessel.

Identify each equity member of Proposer's team and each other member of Proposer's team, (a) with primary responsibility for design; (b) with primary responsibility for construction; or (c) a Subcontractor with a proposed subcontract value greater than 15% of the anticipated contract value (collectively "Major Participants"). Provide a summary of the proposed management, decision making, and day-to-day operation structure of Proposer.

The Executive Summary should be written in a non-technical style and should contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's ability to satisfy the requirements of the Project.

QUALIFICATIONS AND EXPERIENCE

TEAM IDENTIFICATION AND ROLES

Provide an organization chart showing the reporting structure of the Project team noting the location of key personnel and Subcontractors with a proposed subcontract value greater than 15% of the anticipated contract value that would have a lead role in the Project (Major Participant). At a minimum, key personnel should include the Project Manager and/or senior Project Representatives for the Proposer and Major Participants but may include any other team members that the Proposer wishes to identify. Provide a responsibility matrix covering the responsibilities and scope of work for key positions.

PERSONNEL QUALIFICATIONS

Provide resumes showing the professional qualifications, capabilities, experience, education, and current responsibilities of the Project Manager and key staff (including, at a minimum, the Project Superintendent, scheduler, and Project safety officer). Include any experience on similar projects. Resumes should indicate current assignment, work location, and availability.

Where relevant, note when individuals mentioned above have worked with each other and briefly describe the circumstances (project, relationship, etc.). When individuals have worked together on multiple projects, only one example is required. Describe the qualifications and experience of the scheduling personnel.

EXPERIENCE, ALUMINUM VESSEL CONSTRUCTION

Identify and describe the aluminum vessel construction experience of the Proposer and each Major Participant. List experience of Proposer and Major Participants on not less than three (3) and up to seven (7) relevant projects over the last 12 years. The projects should demonstrate the Proposer's capability and expertise with similar vessel construction. For each project, provide:

- Designer.
- Specifications.
- General characteristics.

- Route.
- Capacity.
- Configuration.
- Interior amenities.
- Propulsion (make, model and configuration).
- Auxiliary units.
- General Arrangement (drawings).
- Construction Schedule.
- As-built performance.
- Service speed (and engine load at that speed).
- Max speed (and engine load at that speed).
- Fuel consumption at service speed.
- Price as delivered.

SHIPYARD/FACILITIES

Describe Proposer's facilities that will be used. Include detail of production capacity including what other projects are presently underway or anticipated. Descriptions of the facilities should include yard capacity, infrastructure, and current and future workload.

- Describe the facilities that will be utilized including fabrication and assembly locations.
- Describe areas used for materials handling and storage.
- Describe crane capacity and capability.
- Describe how the vessel will be docked and launched.
- Describe where the vessel will be moored and accessibility after launch.

ENGINEERING

Describe the Proposer's approach to engineering the vessel.

- Describe the Proposer's in-house engineering capabilities, staff size and experience.
- Describe the workshare and responsibility split between outside naval architecture or engineering resources and the in-house staff.
- Describe the process for developing the as-built drawings.
- Provide sample production-level drawings from a previous vessel:
 - Structural assembly drawing showing part labeling, weld callouts, and parts lists.
 - Example of a parts nest file showing labeled parts and material standards.
 - A foundation drawing showing fabrication details and installation.
 - An HVAC installation drawing showing major equipment and duct routing.
 - Any significant piping system showing pipe system diagram, installation drawing with BOM, and spools.
 - Propulsion System drawing showing shafting between the gear output flange and the propulsor (either waterjet or propeller).

BASIC VESSEL DESIGN

Describe Proposer's concept vessel design including general specifications and technical information for the Project. Include preliminary general arrangement drawings with cabin and machinery layouts. Describe the major vessel features and equipment including installed horsepower required. Provide the following information:

- Vessel Designer.
- Specifications.
- General Arrangements (drawings).
- General characteristics.
- Configuration.
- Interior amenities.
- Propulsion (make, model and configuration).
- Auxiliary units.
- Service speed (and engine load at that speed).
- Max speed (and engine load at that speed).
- Estimated fuel consumption at service speed.

REFERENCES

List experience of Proposer on not less than three similar projects over the last ten (10) years. The projects should demonstrate the Proposer's capability and expertise with similar vessel construction. Provide contact information for all the listed similar projects.

FINANCIAL CAPACITY

Provide pertinent information to allow the OWNER to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial (banking) references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer or to which the Proposer has been a party in the last five years where the amount in dispute exceeded \$100,000.

Provide a letter from a California admitted surety, verifying that the Proposer will be able to obtain a Performance Bond in the amount of 25% of the contract value or \$4M, whichever is greater. Letters indicating "unlimited bonding capability" are not acceptable. The surety providing such letter must be rated in one of the top two categories by two nationally recognized rating agencies or rated at least A minus (A-) or better or Class VIII or better by "AM Best & Company," and must indicate the relevant rating in the letter. The letter must specifically state that the surety has read the RFP and evaluated the Proposer's backlog and work-in-progress in determining its bonding capacity. If a Proposer is a joint venture, partnership, Limited Liability Company or other association, separate letters for one or more of the individual equity participants of the Proposer are acceptable, as is a single letter covering all equity participants.

In the alternative, Proposer may provide a written assurance from an authorized representative of the Proposer that it will provide, at the time of contract execution, an Irrevocable Standby Letter of Credit (LOC) equal to 100% of the Total Price included in the Price Proposal.

STEP TWO PROPOSAL CONTENTS AND FORMAT

Only those Proposers selected for Step Two will be invited to submit a Step Two Proposal. Each Step Two Proposal must respond fully to the requirements of this RFP and include the following elements in the sequence listed below.

Step Two Cover Letter

The signed cover letter must be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and facsimile numbers, and e-mail address. The cover letter should include the following information:

- Certification that the Step One Proposal is accurate and remains in effect.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- A statement that binds the Proposer to its proposal, including Step One and Step Two Proposals (and the Price Proposal) for 180 calendar days.
- An express acknowledgement of the receipt of a complete set of RFP documents and all Addenda issued for this RFP, if any.
- Acceptance of or exceptions to the Agreement included as Part C. This confirmation must include an explicit acknowledgement that Proposer will meet all insurance requirements in the Agreement.
- Confirmation that Step One certification of any required disclosures pursuant to the Levine Act remains accurate.
- Confirmation that there are no portions of the Step Two Proposal that contain confidential information or indicate that the proposal includes a confidentiality index as with the Step One proposal process. As with the Step One proposal process, if Proposer is marking information as confidential and submitting a confidentiality index, the Step Two cover letter must include a statement that the Proposer i) waives all claims against WETA for disclosure of any portion of the proposal not included in the confidentiality index; and ii) agrees to indemnify and defend WETA against all claims arising from WETA's nondisclosure of material included in the confidentiality index.

Step Two Technical Proposal

Important Note: WETA seeks proposals for two alternative approaches—one for twin engines and one for quad engines. All technical information must be provided separately for both a twin engine and quad engine alternative. For those sections of the Technical Proposal that are unchanged by the alternative engine approach, Proposer may either submit separate duplicate information or reference information already submitted. WETA will evaluate technical proposals separately as set forth below in the section titled "Proposal Evaluation Process"

The Step Two Proposal should consist of the following major elements:

DETAILED VESSEL TECHNICAL INFORMATION

Provide the following detailed technical information that fully describes the proposed vessel design.

OPERATIONAL CHARACTERISTICS

- Speed vs. power curves.
- Predicted fuel consumption curve.
- The chosen hull form, explaining maneuverability and windage.
- Wake wash prediction, showing wake wash throughout the vessels speed range and a short description of where this data was derived.
- Exhaust emissions prediction demonstrating compliance with the Technical Specification.
- Weight and stability data in the form of a Preliminary Trim & Stability Booklet.
- A preliminary analysis of the turnaround time for loading and unloading of passengers and bicycles.
- Fuel consumption at specified power level.

VESSEL DRAWINGS

- General arrangement drawing:
 - Deck layout.
 - Cabin layout.
 - Seating plan (include make and model number of all seats and tables).
 - Boarding facilities.
 - ADA facilities showing aisle widths, wheelchair tie down locations, wheelchair accessible heads.
- Inboard profile.
- Midship section.
- Machinery arrangement including propulsion shaftline.
- Bridge layout with lines of sight.

EQUIPMENT LIST

Provide a complete list of all major proposed equipment including make and model number. The list shall include but not be limited to the following equipment:

- Propulsion machinery.
- Electrical (Major Components)
- Steering.
- Auxiliary systems.
- HVAC.
- Navigation, communication and electronics.
- Alarm, monitoring, and control devices.
- Entertainment.
- Commissary equipment.
- Interior outfitting, seating, floor and wall coverings etc.

TECHNICAL APPROACH AND MANAGEMENT PLAN

The technical approach should include the following:

- Design and engineering approach including the selection of Major Participants and the division of engineering tasks between internal and external resources.
- Approach to adapting or modifying a parent craft design or the procedures that will be used to mitigate the risks associated with the development of a new design. Describe any specialized software or analysis tools that will be used to mitigate performance risk.
- Proposed construction approach and build strategy including, if applicable, the modular construction plan, utilization of CNC capabilities and any outsourcing of subassemblies or components.
- Vessel construction plan including workflow.
- Identification of any other current or anticipated projects that could interfere with your construction plan.
- Vessel outfitting plan.
- Vessel launch plan identifying any special equipment requirements, environmental or seasonal constraints.
- Test and trials plan execution.
- Proposed method for delivery of the vessel(s).

The management plan should include:

- The roles and responsibilities of the Proposer and Major Participants and how the Proposer, Major Participants, Subcontractors, Vendors and Suppliers will be coordinated and managed during the Project.
- How the Project will be staffed, and plan for dealing with unanticipated staffing shortfalls.
- How that staff will be managed.
- How Subcontractors will be managed. The plan should include contingencies for difficulties with Subcontractors.
- Systems used to organize and allocate resources.
- Systems used to schedule design, construction, and testing activities.
- How work is monitored, and how adjustments in production are made.
- Quality control, quality assurance, and internal testing programs.
- How the USCG inspection and testing program will be structured and managed.
- How the Proposer intends to interface with the OWNER during design, construction and post-construction.
- How the review process will be structured and managed with the OWNER.

SCHEDULE

Provide a preliminary schedule for the vessel build, identifying each major element of work involved in the design and construction, and proposed timeline for the completion of key events. Provide a date of completion

by which Proposer will commit to completing all work. The preliminary schedule should at a minimum identify the following key events for each vessel commencing with the issuance of Notice to Proceed.

- Design submittals to USCG.
- Design approvals from USCG.
- Aluminum ordered.
- Main engines ordered.
- Generators ordered.
- Keel laid.
- Hulls complete.
- Main engines landed.
- Superstructure landed on hull.
- Launch.
- Ships power functional.
- Main propulsion functional.
- Builders trials.
- Acceptance trials.
- USCG weight survey.
- USCG Certificate of Inspection.
- Delivery of vessel.

For information only, and assuming that WETA issues a notice to proceed for the optional second vessel, please indicate your estimate as to how many months after issuance of the Notice to Proceed the Contractor will take to deliver the second vessel.

Step Two Price Proposal

Proposers are directed to submit firm unit and lump sum prices for all work set forth in the Contract Documents on Form WETA-2 entitled "Price Proposal." In addition to the Price Proposal Form, please confirm or comment on the proposed Milestone Payment schedule included in the Sample Agreement, Part C.

Unit prices and lump sum prices must be entered in the appropriate spaces provided. Unit Prices shall be multiplied by the quantities shown, and the total shall be inserted in the TOTAL PRICE AMOUNT column (the "Total Price"). All spaces MUST be filled out and all information provided in the detail and breakdown as shown on these forms. In the event of any error or discrepancy between the unit price and the calculated total price, the unit price shall govern. The OWNER may correct any mathematical errors apparent on the face of the proposal.

The amounts shown in the Price Amount column must be added together in arriving at the Total Price.

The prices included within the Price Proposal Form should include all costs for labor, materials, tools, equipment, services, Subcontractors, Suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the Work in accordance with the Contract Documents.

Important Note: WETA requires pricing for both a twin engine and quad engine alternative. The differences between these two alternatives will also impact the technical proposal as discussed above. WETA will evaluate proposals for twin engine proposals and quad engine proposals separately as set forth below in the section titled "Proposal Evaluation Process"

ROW 1, DESIGN-BUILD, CONSTRUCT ONE (1) COMPLETE PASSENGER FERRY (VESSEL 1)

Provide the total cost for construction of a complete vessel in accordance with the Contract Documents. Enter two prices: one for the vessel with twin engines, the second for a vessel with quad engines. Place the prices for each in the appropriate column.

If only a single vessel configuration is proposed, place the price in the appropriate column and put "N/A" in the other.

ROW 2, DELIVERY OF VESSEL TO SAN FRANCISCO BAY

Provide costs for the delivery of the vessel to San Francisco, CA. This shall include all costs associated with delivery of the vessel including but not limited to, crew, consumables, insurance, regulatory compliance, cleaning and preparation for delivery in the San Francisco Bay Area. The vessel will remain the property of the Proposer during delivery until accepted by the OWNER. Enter two prices, one for the vessel with twin engines, the second with quad engines in the appropriate column.

ROW 3, VESSEL TOTAL COST

This is the total cost of the Vessel that will form the basis for scoring.

ROWS 4 THROUGH 7, LABOR RATES

Provide the fully burdened, hourly rate in USD per hour for each requested category.

ROWS 8 THROUGH 9, MARKUP

Provide the % markup applied to subcontractors and materials for each requested category.

OPTION A, AIR CONDITIONING

Provide the costs for outfitting the passenger cabin with a complete Air Conditioning System. The cost should account for all vessel modifications associated with this item that may include, but not be limited to, structural modifications, modifications to other impacted systems, additional electrical generating capacity required, credit for ventilation fans and controls no longer required as a result of this option being exercised.

The Proposer shall include all necessary design calculations including heating and cooling load calculations, equipment sizing, ductwork friction loss calculations, supply diffuser locations and velocities, and seawater system sizing (if applicable) for the proposed system.

The quantity, capacity and arrangement of the components are to be determined by the Proposer to satisfy the performance criteria in Table 514-1 of Part B.

HVAC components serving these spaces shall be fully marinized systems from an established vendor with local service capabilities to WETA in San Francisco, CA. The acceptable system types are:

- Air Cooled Condensing Unit*.
- Chilled Water System.
- Alternate systems (subject to OWNER approval).

* The Proposer may propose commercial grade, stock items from a recognized vendor incorporating the greatest level of marinization possible. Such proposals shall be supported by a lifecycle cost analysis.

Externally mounted condensing units (where used) shall be aesthetically integrated into the Vessel's superstructure such that they are not visible from typical exterior viewing aspects. Special attention shall be paid to noise and vibration isolation of the chiller units in accordance with Section 088 of the Technical Specification in Part B.

OPTION B, SLIP COVERS FOR INTERIOR SEATING

Provide the costs for providing and installing a complete set of slip covers, one for each interior seat. Slip cover materials shall be in accordance with the OWNER standard provided in Part B, Appendix B3.

OPTION C, AUTOMATED JASON'S CRADLE RECOVERY SYSTEM

Provide the costs for upgrading the specified Jason's cradle system described in Part B, Section 583, by installing two (2) complete, fully functional, USCG certifiable, Jason's Cradle recovery systems in the structural enclosures provided in the vessel. Each recovery system shall be complete in all respects and include all necessary components, controls, electrical and mechanical components configured similarly to WETA's Hydrus class vessels.

OPTION D, NANO COATINGS

Provide the cost for coating all exposed bare aluminum surfaces with a clear quartz nano coating such as Ionix T2 or equal. All exterior surfaces on the superstructure such as overhead structure, inside of the bulwarks, and areas not exposed to view shall be finished with a light sweep blast to achieve an aesthetically uniform finish then finished with the coating in a satin finish.

OPTION E, SPARE PARTS

Provide the costs for providing the following spare parts:

- One complete propulsion engine (preserved for storage).
- One complete Waterjet.
- One complete Generator (preserved for storage).
- One complete reduction gear (preserved for storage).

OPTION F, PROPULSION EXTENDED WARRANTY

Provide the costs for furnishing an OEM 5-year extended warranty on the main propulsion engines and emissions equipment.

OPTION G, ENGINE SERVICE INTERVAL EXTENSION

Enhanced engine features or accessories that reduce maintenance manpower requirements, increase robustness or provide redundancy are desired. Examples of such systems are:

- MTU's Automatic self-cleaning oil filter system.
- MTU's Automatic oil replenishment system including a replenishment lube oil tank that automatically maintains the correct lube oil level in the main engine.

Provide the cost of any OEM engine or propulsion unit manufacturer's items that would appreciably extend service intervals with the ultimate goal of reducing the lifecycle cost of operating and maintaining the vessel.

OPTION H, VESSEL EXTENDED WARRANTY

Provide the cost to extend the warranty on the vessel for an additional 365 days. The warranty will be an extension of the Warranty required in Section 14 of the Agreement and therefore follow all of the same provisions.

OPTION AV-1, DESIGN-BUILD, CONSTRUCT ONE (1) COMPLETE PASSENGER FERRY (VESSEL 2)

Provide the costs for one additional complete vessel, identical in all respects to the ferry specified in Box 1. Do not include Vessel Option Items pricing.

Proposers to note that Optional vessel AV 1 is not currently funded. In pricing this option, please assume that WETA will exercise any option no later than January 31st, 2019.

Step Two Completed Forms

Complete and submit only the following forms provided in Part D:

- Form WETA-1 Schedule of Values
- Form WETA-2 Price Proposal
- Form WETA-3 Performance Bond
- Form WETA-6 Acknowledgement of Insurance Requirements

WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to the OWNER for 180 calendar days from the submission deadline for proposals.

A Proposer may withdraw their proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for withdrawal to the OWNER. A telephone or email request is not acceptable.

PROPOSAL EVALUATION PROCESS

OWNER Evaluation Committee

The OWNER will establish an evaluation committee appointed by the Executive Director with responsibility for reviewing all proposals and conducting the evaluation process described in this RFP. The OWNER reserves the

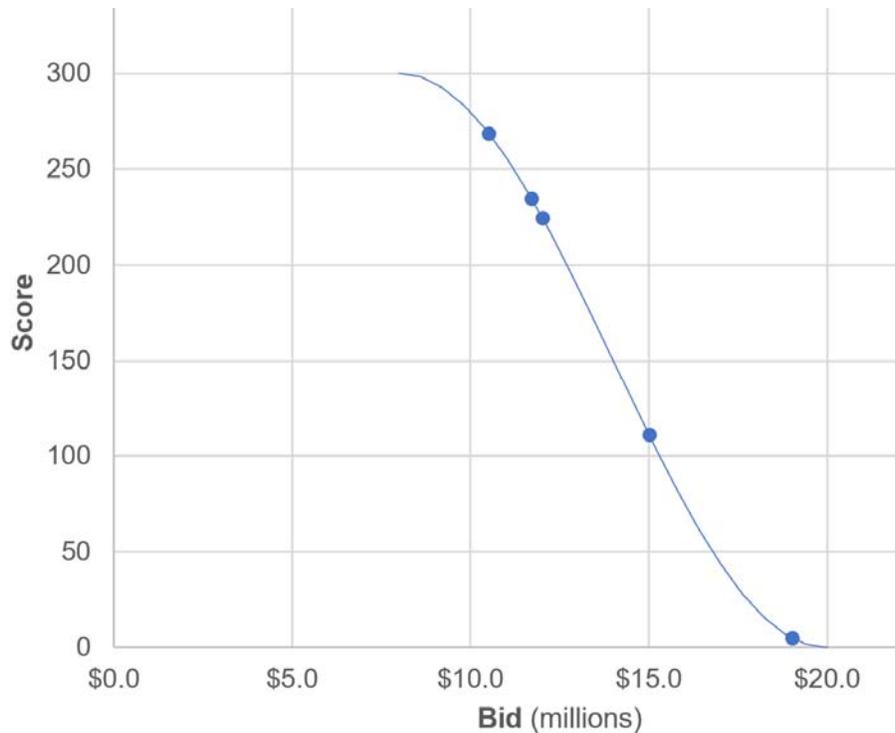
right to reject or accept each proposal, to waive any minor irregularities in proposals or procedures, and to request additional information from Proposers at any stage of the evaluation process.

Evaluation Criteria

The OWNER will evaluate proposals based on a maximum of 1000 points, weighted as indicated below:

Step 1 Scoring Summary	
Qualifications & Experience <ul style="list-style-type: none"> • Firm qualifications. • Proposed team. • Experience in aluminum vessel construction. • Shipyard facilities. Concept Vessel Design References Financial Capacity	350
Step 2 Scoring Summary	
Technical Approach and Management Plan	100
Detailed Vessel Information	200
Proposed Schedule	50
Total Price	300
Total	1000

In order to allow for the evaluation of the reasonableness of Price Proposals, the OWNER will evaluate Price Proposals based on the Total Price using a sinusoidal scoring model. This model will establish a range of values based on WETA's independent estimate of the costs of this project. All submitted price proposals will be plotted on a graph using a sinusoidal function. Points values awarded for each price proposal will be based on the sinusoidal function. An example of pricing and corresponding point spread is plotted below:



As illustrated above, and for example purposes only, in WETA's use of this scoring methodology a price proposal of \$8 Million would receive the highest score of 300 points. A price proposal of \$20 Million would receive 0 points. It is possible that the lowest priced proposal will not receive the maximum of 300 points under this methodology.

Evaluation Process

ADMINISTRATIVE REVIEW

Each Step One Proposal will be reviewed for the responsiveness of the Proposer to the requirements set forth in this RFP. The top-scoring qualified bidders will be selected to proceed to Step Two. The OWNER reserves the right to reject proposals that do not conform to the RFP. The OWNER also reserves the right to waive minor irregularities and seek modified proposals at any stage in the RFP process.

ESTABLISHMENT OF QUALIFIED PROPOSERS – STEP ONE PROPOSALS

The Evaluation Committee will evaluate Step One Proposals based on information submitted in writing as part of the proposal package. The Evaluation Committee may also request additional information or modified proposals and may check references or conduct interviews. During the Step One evaluation process, the Evaluation Committee will evaluate the overall capability and experience of Proposers.

After completing the review of Step One Proposals, the Evaluation Committee will evaluate Proposals using the evaluation criteria set forth above. There is no minimum score necessary under the Step One process. The Evaluation Committee will establish a competitive range consisting of those proposals that the Evaluation Committee considers to have scored high enough to be sufficiently viable to allow for further consideration. The

Evaluation Committee may reject any proposal outside the competitive range or recommend rejection of all proposals. Proposers who the OWNER determines to be qualified and within the competitive range will be invited to submit a Step Two Proposal. The score received in the Step One process will remain in place and will be part of the evaluation of Step Two Proposals.

STEP TWO EVALUATION PROCESS; BEST AND FINAL OFFERS (BAFOS)

The Evaluation Committee will invite firms within the competitive range to submit Step Two Proposals. The invitation will provide details as to timing of submission and other requirements as appropriate and consistent with the procedures set forth in this RFP. The invitation will also include a copy of the Sample Agreement, which will be Part C of the entire RFP Package. The OWNER may determine at any time during the Step Two evaluation process to ask for additional information or modified proposals, or that it is appropriate to request Best and Final Offers (BAFOs). The request for BAFOs may identify revisions to the RFP and will specify terms and conditions applicable to the BAFOs, including identifying a time and date for delivery. Upon receipt of BAFOs, The OWNER will re-evaluate the proposals as revised, and will determine proposal ratings as appropriate following the process described above. The OWNER may not request a BAFO and so Proposers should submit their best offer with their initial proposal.

If a Proposer does not respond to a request for BAFO, the most recent proposal submitted will be considered to be the Proposer's BAFO. The cycle of BAFOs may be repeated until the Evaluation Committee determines that the proposal most advantageous to the OWNER has been achieved.

FINAL RANKING – STEP TWO PROPOSALS

Each Step 2 Proposer must submit separate proposals, both technical and price proposals, for the twin engine and quad engine alternative. The Evaluation Committee will evaluate these proposals separately—in other words, each Proposer will receive two separate scores. The purpose of such separate scoring is to ensure that all Proposers are treated fairly and that the distinction between the twin engine and quad engine alternative does not unfairly disadvantage any Proposer. If, after ranking Proposals, the same firm is the highest ranked proposer for both alternatives, WETA will proceed to negotiate an Agreement with the highest ranked Proposer as set forth below. However, if the Evaluation Committee determines that a different Proposer would be the highest ranked Proposer depending on whether WETA considered the twin engine or the quad engine alternative, WETA will make the policy determination as to which arrangement it desires and will issue a request for a BAFO from all Step 2 Proposers for a Proposal that is limited either to a twin engine or a quad engine approach.

After evaluation of the Step Two Proposals, and any other information collected by the Evaluation Committee, and after BAFO(s), if necessary, the Evaluation Committee will conduct a final ranking of all firms in the Step Two process using the evaluation criteria described above. Step One scores will be included in the final ranking.

NEGOTIATIONS

Upon completion of the evaluation process and determination of the final ranking, the OWNER may accept the highest-ranked proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm.

If negotiations are unsuccessful, the OWNER will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, the OWNER may repeat the negotiations process with the next-highest-ranked firms, or, at its sole discretion, the OWNER may reject all remaining proposals.

NOTICE OF INTENT TO AWARD

If the contract is to be awarded, Proposers will be notified of the OWNER's intent to award the contract at least 72 hours before the OWNER Board acts to award the contract.

PRICE AND/OR COST ANALYSIS IN THE EVENT OF A SINGLE PROPOSER

The OWNER will conduct a price analysis of the highest ranked proposal to support a finding that the price is fair and reasonable. In the event that there is only a single Proposer in the competitive range at the conclusion of evaluation process, the OWNER reserves the right to conduct a cost analysis of the Proposer's proposal in accordance with FTA regulations to assess whether the prices offered by the Proposer are fair and reasonable. A price analysis is the process of examining and evaluating a prospective price without evaluation of the separate or underlying cost elements. A cost analysis includes the appropriate verification of cost data, the evaluation of specific elements of cost, and the projection of the data to determine the effect on price. As requested by the OWNER, the Proposer must cooperate with the OWNER's conduct of a price and/or cost analysis and submit all data necessary to carry out such analyses in such formats as may be prescribed by the OWNER. Any such analyses, and the results from such analyses, will not obligate the OWNER to accept the single proposal; the OWNER retains the right to reject such proposal at its sole discretion.

CONTRACT AWARD AND EXECUTION

The OWNER reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the work at any time. Formal contract award will only occur as and when, if at all, the OWNER Board takes such action. The OWNER will not reimburse any firm for costs incurred as a result of preparing or submitting a proposal, including negotiating with the OWNER on any matter related to this RFP.

If the OWNER acts to award the contract, the selected Proposer must execute and deliver execution copies of the contract within ten (10) working days of receipt, together with all required documents, including but not limited to, the Performance Bond and the insurance certificates. If the Proposer is an individual, the contract must be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the contract be executed by all of the partners, but it may be executed by one (1) of them. If the Proposer is a corporation, this contract must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. Alternatively, this contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the OWNER is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the Proposer is a joint venture, the contract must be executed on behalf of each

participating firm by officers or other authorized individuals. If the Proposer is an LLC, the contract must be executed by an officer or member who is authorized to bind the LLC.

PROTEST PROCEDURES

Chapter 5, Article XII, of the OWNER's Administrative Code provides that specific protest procedures set forth in an RFP prevail over those that may be included in the OWNER's Administrative Code. The following procedures therefore apply.

All Protests should be submitted to the OWNER's Executive Director.

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure which are apparent or reasonably should have been discovered prior to the proposal due date, must be filed in writing at least five (5) calendar days prior to the Step One proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based, and the relief sought. Protesters must first have availed themselves of the procedures for requesting modifications or clarifications of the RFP prior to submitting any protest.

Protests based upon the OWNER's notification of intent to award the contract must be submitted in writing within forty-eight (48) hours of receipt of notice of intent to award. The protest must clearly specify in writing the grounds and evidence on which the protest is based, and the relief sought.

Protests that are received outside of the above time period will be rejected. For timely protests based upon restrictive requirements or alleged improprieties in the RFP procedures, the Executive Director will respond with a written determination prior to the proposal due date. If the Executive Director's determination could affect proposal submission, an appropriate extension of the proposal due date may be granted. The decision of the Executive Director is final.

For timely protests based upon the notice of intent to award, the Executive Director will make efforts to notify other Proposers of the protest. The Executive Director will refer the matter to the Board with a recommendation regarding the protest. The Board will afford the protestor an opportunity to address the full Board. After consideration of the protestor's evidence, the Executive Director's recommendation, and any other relevant information, the Board may determine whether to reject or allow the protest. Upon Board action, a written statement of its reasons will be included in the record. The decision by the Board is final.

No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to the OWNER's untimely handling of the protest submission. In no event will the OWNER consider protests filed after contract award due to the neglect of the protestor. Failure to comply with the time periods for filing protests as set forth in this section will be a basis for rejection of the protest.

LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the San Francisco Bay Area Water Emergency Transportation Authority. The Levine Act prohibits any Authority Member who has received \$250.00 or more within the previous twelve

months from an applicant from participating in or influencing the decision on awarding a contract with the OWNER. The Levine Act also requires a member of the OWNER's organization who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Authority Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the OWNER or for three months following the date a final decision concerning the contract has been made.

Applicants must disclose on the record any contribution of \$250.00 or more that they have made to an Authority Member within the twelve-month period preceding submission of their response to this RFP. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you made a contribution that needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to the OWNER's Executive Director. This information, if any, must accompany your response to this RFP.

CONFIDENTIALITY

1. **Confidentiality Index and Waiver of Claims.** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between WETA and the Proposer, may be a public record that must be made available to the public.

If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that WETA withhold from disclosure the exempt information by marking each page containing such exempt information as confidential and must also submit a separate confidentiality index including all of the following information:

- 1) The section and page number of the proposal where the information is located.
- 2) An explanation of why the information is exempt from disclosure under the CPRA.

By submitting a proposal, Proposer i) consents to the release of any portion of its proposal not included in the confidentiality index; and ii) waives all claims against WETA, its directors, officers, employees and agents, for the disclosure of such information.

If the Proposer does not include a confidentiality index in its proposal, WETA will have no obligation to withhold any information from disclosure and may release the information sought without liability to WETA.

In the event of conflicts between the confidentiality index and confidentiality designations in the body of the proposal, the confidentiality index prevails.

A Proposer may not designate its entire proposal as confidential nor may a Proposer designate Proposal Forms or its Price Proposal as confidential. WETA will not honor such designations and will disclose submittals so designated to the public.

2. **Confidentiality Indemnity.** Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, WETA will withhold material designated in the confidentiality index that is exempt from disclosure. If WETA determines that information in the confidentiality index is not exempt from disclosure, WETA will give reasonable notice to Proposer prior to releasing any material listed in the confidentiality index.

By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless WETA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index. If Proposer fails to accept a tender of a defense, WETA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of the OWNER, outside the procedures set forth in this RFP, until after a Notice to Proceed has been issued by the OWNER. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the OWNER during a public meeting. Any written communication regarding the RFP between a Proposer (or the Proposer's representative) and the OWNER's General Manager, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process set forth in this RFP, before the OWNER issues a Notice to Proceed, will be available for disclosure to the general public.

CONFLICT OF INTEREST

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of the OWNER is in any manner interested directly or indirectly in the proposal or in the Agreement which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the OWNER's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the OWNER upon receipt. No person previously in the position of director, officer, employee or agent of the OWNER may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the OWNER, or any officer or employee of the OWNER, for a period of twelve (12) months after leaving office or employment with the OWNER if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.

The Proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the OWNER; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Agreement for additional conflict of interest provisions that will be in effect during the contract term.

NON-COLLUSION

By submitting a proposal in response to this RFP, each Proposer certifies that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not, directly or indirectly, induced or solicited any other person to submit a sham proposal or any other person to refrain from responding to this RFP; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response to this RFP.