

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

Solano SLEP
RFP 18-021

ADDENDUM NO. 1

April 16, 2019

SCOPE

This Addendum No. 1 consists of 3 pages. It includes the following:

1. Changes and Corrections.
2. Questions asked to date with responses.

1. CHANGES & CORRECTIONS

030 OWNER'S REQUIREMENTS VS. OWNER'S PREFERENCES

The purpose of the OWNER's Requirements and Preferences is to convey to the CONTR what features and attributes the OWNER seeks in the new Vessel. The CONTR should incorporate these preferences, to the greatest extent possible, into its proposal and associated design submittals.

Certain performance requirements and technical aspects of the design are considered critical and absolute. These are referred to as the **OWNER'S REQUIREMENTS**. These requirements are of the highest priority to the OWNER and are met to the fullest extent possible, without compromise.

Maintaining commonality across the SOLANO and the PYXIS Class in the OWNER's fleet is a primary goal as it minimizes training requirements and standardizes maintenance and spare parts inventories while minimizing downtime. The PYXIS Class were based off of the SOLANO with the changes needed for the larger capacity, equipment and Tier 4 engines. These common features, equipment and configurations are referred to as the **OWNER'S PREFERENCES**. While not absolute requirements, the desired features described in this document are being provided to assist the CONTR with proposing a Vessel that will integrate with the existing PYXIS Class fleet. The OWNER's preferences are derived from the as-built files from the PYXIS Class. Any deviations from the PYXIS Class shall be addressed in the "Or Equals" process.

For the purpose of this document, OWNER's Requirements are generally preceded by the word "shall" or presented in tabular form. Wherever ~~an~~ **a specific vendor**, equipment manufacturer

and/or model number is provided it will be deemed an OWNER Preference subject to the “Or Equal” process.

830.1.7 “Or Equal” Material

Where a specific **vendor**, brand name and/or model is required by the Contract design package, ~~followed by the term “or equal,”~~ the indicated brand name shall be provided unless OWNER approval of an “or equal” ~~product~~ is obtained. To request OWNER approval of an “or equal” ~~product~~, the CONTR must submit a written request to the OWNER and shall be obligated to include the following in the request:

- A. All relevant data establishing equality or superiority of the proposed ~~product~~ as it relates to:
 - a. performance, reliability, maintainability, durability, size, and weight characteristics
 - b. requisite regulatory body approvals
 - c. availability of parts and service
 - d. service history/records of the proposed item
- B. Identification of any ~~material~~ variations of the proposed “or equal” ~~product~~ from the materials provided and these specifications otherwise addressed by item ‘A’ above.
- C. The warranty of the proposed item.
- D. Drawings and sketches of the proposed item, if available.
- E. Names, addresses and telephone numbers of firms that have the item in similar service.
- F. An analysis of the effect on Vessel’s weight, center-of-gravity and stability.
- G. A statement that no increase in the Contract Price or time to complete the Work shall result from use of the “or equal” ~~item~~. Written quotes from the “specified” and proposed “or equal” vendors shall be provided.
- H. Other salient technical data necessary for a comparative analysis.

The CONTR shall make arrangements for the OWNER to view the proposed “or equal” item in use at the CONTR’s site or deliver a sample to the OWNER if requested.

The OWNER shall provide a written determination regarding the request for use of the “or equal” ~~item~~. The OWNER’s determination shall be considered final. For use of an “or equal” ~~item~~ to be considered approved, it must have the unambiguous written approval of the OWNER. The OWNER’s approval of an “or equal” ~~item~~ allows the CONTR the option of procuring that item or services. In each case where the request is disapproved by the OWNER, the CONTR shall provide the specified **vendor or** material at no extra cost to the OWNER.

Use of “or equal” items and material substitution shall not be considered without a written request for same, nor shall it be allowed without the OWNER’s written approval.

It shall be the CONTR’s responsibility to design, integrate, test and incorporate the “or equal” item in the work. All costs to the CONTR as a result of the use of the “or equal” ~~item~~, over and above the cost of the originally specified ~~brand name item~~, shall be at the CONTR’s expense. The CONTR shall be entitled to no extension of time associated with the use of an “or equal” ~~product~~. The OWNER shall not be responsible for any delay resulting from a substitution request.

In cases where material items are explicitly called out by brand name in the OWNER's requirements without the use of the "or equal" phrase; the items so specified must be provided.

2. QUESTIONS AND ANSWERS

Q1: Our firm specializes in marine electronics, can we offer our services to the shipyards with regard to work on the marine electronics spoken to in Section 423 of the RFP?

A1: The selection of vendors or materials are subject to the "or equal" process. Vendors should contract bidders for the opportunity to be proposed as an "or equal".

Q2: We note in the referenced solicitation, the contract requires a performance bond of 25% of the contract value. Would WETA consider reducing the bond value to 10%?

A2: WETA will not consider reducing the bond value.

ACKNOWLEDGMENT BY BIDDER

Each bidder is required to acknowledge receipt of all Addenda, including this Addendum No. 1 as specified in the RFP Instructions to Offerers.

ISSUED BY:


Keith Stahnke _____ Date 4-16-19
WETA