

AN ORDINANCE 2016-12-01-0904

AUTHORIZING A CONTRACT WITH LAKE ASSAULT BOATS, LLC FOR THE FABRICATION OF FORTY-THREE (43) NEW ALUMINUM MODULAR BARGES IN AN AMOUNT NOT TO EXCEED \$6,500,000.00, FUNDED BY THE FY2017 – FY2022 CAPITAL IMPROVEMENT PROGRAM BUDGET.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with the fabrication of 43 new aluminum modular barges; and

WHEREAS, four responses were received and evaluated; and

WHEREAS, staff recommends Lake Assault Boats, LLC. for award of this contract; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The proposal submitted by Lake Assault Boats, LLC. to provide the City with the fabrication of 43 new aluminum modular barges, for a cost not to exceed \$6,500,000.00, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary, Integration Agreement, and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. The amount of \$6,500,000.00 is appropriated in SAP Fund 43913006, 2016 CO River Barge Fund, SAP WBS CO-20166-01-01-02, SAP GL account 6102100 - Interfund Transfer out entitled Transfer to 19-00021-90-02-01. The amount of \$6,500,000.00 is authorized to be transferred to SAP Fund 40099000.

SECTION 3. The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 19-00021, River Barge Design and Construction, shall be revised by increasing SAP WBS element 19-00021-90-02-01 entitled Transfer from CO-20166-01-01-02, SAP GL account 6101100 - Interfund Transfer In, by the amount \$6,500,000.00.

SECTION 4. The amount of \$6,500,000.00 is appropriated in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 19-00021, River Barge Design and Construction. The budget shall be revised by increasing the SAP WBS Element(s) as follows:

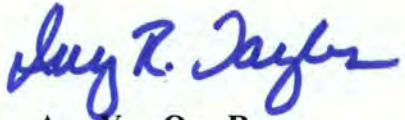
19-00021-05-02-01	Construction-City	5201040	Fees to Pro	\$6,500,000.00
Total				\$6,500,000.00

SECTION 5. Payment in an amount not to exceed \$6,500,000.00 in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 19-00021, River Barge Design and Construction, is authorized to be encumbered and made payable to Lake Assault Boats, LLC for fabrication of forty-three new aluminum modular barges.

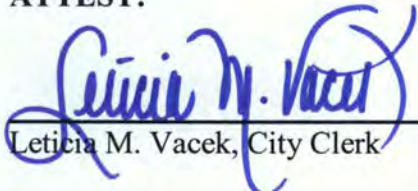
SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

SECTION 7. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 1st day of December, 2016.


M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



City Attorney

Agenda Item:	6A (in consent vote: 6A, 6B)						
Date:	12/01/2016						
Time:	12:06:50 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Lake Assault Boats, LLC for the fabrication of forty-three new aluminum modular barges in an amount not to exceed \$6,500,000.00, funded from FY2017 - FY2022 Capital Improvement Program Budget.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT I

<p>RFCSP River Barge Fabrication Score Summary</p>	<p>Maximum Points</p>	<p>Hanko's Metal Works Inc.</p>	<p>Lake Assault Boats, LLC</p>	<p>Marine Group Boat Works, LLC</p>	<p>Vigor Kvichak, LLC</p>
<p>A - Experience, Background, Qualifications</p>	<p>35</p>	<p>21.11</p>	<p>25.67</p>	<p>32.67</p>	<p>24.00</p>
<p>B - Proposed Plan</p>	<p>25</p>	<p>15.44</p>	<p>21.11</p>	<p>22.44</p>	<p>13.89</p>
<p>A - B Sub-Total</p>	<p>60</p>	<p>36.56</p>	<p>46.78</p>	<p>55.11</p>	<p>37.89</p>
<p>C - Price Schedule</p>	<p>20</p>	<p>15.47</p>	<p>20.00</p>	<p>8.30</p>	<p>15.29</p>
<p>D - SBEDA</p>	<p>20</p>	<p>0.00</p>	<p>0.00</p>	<p>0.00</p>	<p>0.00</p>
<p>TOTAL SCORE</p>	<p>100</p>	<p>52.03</p>	<p>66.78</p>	<p>63.41</p>	<p>53.18</p>
<p>RANK BASED ON TOTAL SCORE</p>	<p></p>	<p>4</p>	<p>1</p>	<p>2</p>	<p>3</p>

INTEGRATION AGREEMENT FOR RIVER BARGE FABRICATION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

NO.: 6100007779, 2016-095

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Lake Assault Boats, LLC (Contractor), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- 1.1 This Integration Agreement;
- 1.2 Contractor's response to the City's Request for Best and Final Offer No. 2, including Contractor's letter dated October 27, 2016 and Contractor's revised Price Schedule;
- 1.3 City's Request for Best and Final Offer No. 2 dated October 26, 2016;
- 1.4 Contractor's response to the City's Request for Best and Final Offer No. 1, including Contractor's letter dated October 24, 2016 and Contractor's revised Price Schedule; and
- 1.5 Addendums I – IV to City's RFCSP No. 6100007779, 2016-095, including all attachments thereto, with each later addendum taking priority over all previously issued addendum in reverse chronological order;
- 1.6 City's RFCSP No. 6100007779, 2016-095, including all attachments thereto; and
- 1.7 Contractor's signed response to City's RFCSP No. 6100007779, 2016-095.

2.0 WARRANTY

- 2.1 In addition to any other warranty described in the Contract Documents, Contractor warrants each barge to be free from defects in materials and/or workmanship as follows:

- 2.1.1 Two Year Structural Limited Warranty: Contractor warrants (1) structural aluminum components and their associated welds; and (2) factory

manufactured and installed aluminum non-structural components – gates, guards, rails and ramps – to be free from defects in materials and workmanship for a period of two years; and

2.1.2 One Year Component Limited Warranty: Contractor warrants for a period of one year all components not covered by the two year structural warranty, or an original equipment manufacturer's warranty, to be free from defects in materials and workmanship for a period of one year.

- 2.2 All warranties provided hereunder begin when the barge is placed in service by City, not on the delivery date. City will notify Contractor of the date each barge is placed in service by the barge's hull identification number.
- 2.3 Contractor shall perform all warranty repair work in Bexar County, Texas, except for work that requires a component to be shipped to an original equipment manufacturer. Contractor shall repair or replace any defective boat or component at its sole cost and expense, including, but not limited to, transportation to and from the place of repair. All warranty work shall be provided in a timely manner, not exceeding 7 calendar days.

3.0 CHANGE ORDERS.

- 3.1 In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.
- 3.2 Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.
- 3.3 Any other change will require approval of the City Council, City of San Antonio.
- 3.4 Changes that do not involve an increase in contract price may be made by the Director.
- 3.5 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

4.0 CHANGES TO SPECIFICATIONS

The contract documents are hereby modified as shown below.

- 4.1 Contractor shall not be responsible for providing ADA ramps or shore power cords.
- 4.2 Bistro tables shall be reduced in size by 6 inches.
- 4.3 Dining table top material shall be changed from repurposed bowling alley wood to 6061 painted aluminum tops with a smooth finish, painted to match deck rim color.

- 4.4 Contractor shall install a cane bolt latch on each barge gate.
- 4.5 Contractor shall provide 2 additional speakers located near the bow of each barge. Speakers shall be the same type as currently specified in the RFCSP.
- 4.6 The horn on each barge shall be moved forward from the location presently designated. The exact location shall be specified by City.
- 4.7 Contractor shall produce one barge (Pre-production Barge) in the Touring configuration to see whether the current design adequately meets operating conditions. The Pre-production Barge shall be made available to City for testing no later than January 29, 2017 at Contractor's facility in Superior, Wisconsin. Upon City acceptance, Contractor will then have the right to commence production of the remaining Aluminum Barge Hull, Deck, and Console (Item No. 1 of Exhibit 1). Contractor shall then ship the Pre-production Barge to San Antonio and launch the Pre-Production Barge for further testing. Pre-production Barge shall be launched for testing in San Antonio, Texas by February 8, 2017. Bistro and Group Dining tables for this barge shall be shipped with the Pre-production Barge. Contractor shall remain in San Antonio for three days to assist with testing.
- 4.8 Contractor shall not begin production of Railings (Item No. 2 of Exhibit 1), Tour Configuration components (Item No. 3 of Exhibit 1), Dining Configuration components (Item No. 4 of Exhibit 1) for the remainder of the fleet for at least 21 days after completion of testing in San Antonio to allow for potential additional design changes. City shall have 7 full business days to complete testing in San Antonio. Any and all design changes could result in cost, and/or schedule changes.
- 4.9 Contractor may drop ship dining chairs to San Antonio. Contractor shall coordinate the delivery of dining chairs with City.
- 4.10 Contractor shall use 6061 aluminum material for all accessories on the deck (table top, stanchions, and other accessories). Contractor shall use 5052 aluminum material on the hull.

5.0 PRICING

- 5.1 The total contract price for all goods and services to be provided by Contractor is \$6,275,373.26, as more particularly described in Exhibit 1 to Integration Agreement for River Barge Fabrication Request for Competitive Sealed Proposal ("RFCSP") NO.: 6100007779, 2016-095 - Lake Assault, LLC Price Schedule, a copy of which is attached hereto and incorporated herein for all purposes.
- 5.2 Cost Reimbursement Related to Transportation and Travel for Pre-production Barge.
 - 5.2.1 City shall reimburse Contractor for the cost of transportation and launching of the Pre-production Barge in San Antonio, and travel for up to

three of Contractor's employees for the Pre-production Barge launch and testing, at a cost not to exceed \$7,950.00.

- 5.2.2 It is anticipated that Contractor's employees will remain in San Antonio for three days for launch and testing of the Pre-production Barge. Any longer stay requires approval by the Director of City's CCDO Department. Parties acknowledge that the maximum fee stated in 5.2.1 above includes a travel budget for three persons for up to seven days.
- 5.2.3 Contractor shall provide receipts at the time Contractor submits invoices seeking reimbursement, which shall be on an actual cost basis, without markup. To be eligible for reimbursement, travel costs must comply with the requirements of City's Administrative Directive 8.31, dated January 31, 2011, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit 2.
- 5.2.4 Any additional transportation or travel contemplated by this contract are not reimbursable, the parties hereby acknowledging that such costs are included in the total contract price state in 5.1 above.

6.0 ENTIRE AGREEMENT

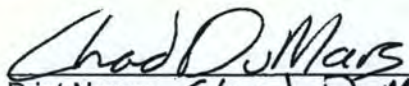
This Agreement, together with its attachments and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

LAKE ASSAULT BOATS, LLC.

Print Name: _____
Title: _____
Date: _____



Print Name: Chad DuMars
Title: V.P. Operations
Date: 11/23/2016

Approved as to Form:

Assistant City Attorney

**EXHIBIT 1 TO
INTEGRATION AGREEMENT FOR RIVER BARGE FABRICATION
REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**

NO.: 6100007779, 2016-095

Lake Assault, LLC Price Schedule

Item No.	Description	Quantity	Unit Price	Extended Price
1	Aluminum Barge Hull, Deck and Console (Excludes railings, propulsion system, seating and tables)	43	\$66,137.23 Price Per Barge	\$2,843,900.89
2	Railings (Detail R-5) Complete Set Per Barge (18 pieces per barge)	43	\$16,622.39 Price Per Barge	\$714,762.77
3	Touring Configuration			
3A	Seat and Bench Plan (Tour Seating, Schedule S-2)	38	\$13,788.93 Price Per Barge	\$523,979.34
3B	Roto Molded Chair and Assembly	1	\$253.52	\$253.52
4	Dining Configurations			
4A	Dining Plan (Group Seating, Schedule S-3)	10	\$3,886.02 Price Per Barge	\$38,860.20
4B	Dining Plan (Bistro Seating, Schedule S-3)	5	\$11,688.14 Price Per Barge	\$58,440.70
5	Propulsion System			
5A	Electric Propulsion System (Includes batteries, chargers, motor and smart throttle)	43	\$45,968.30 Price Per Barge	\$1,976,636.90
5B	Deleted			
6	Complete Set of Accessories Per Barge (Not included in any item above) (Includes all items described in this RFCSP and not otherwise included in another line item on this Price Schedule)	43	No Charge	\$0.00
7	Shipping & Launching	42	\$2,633.07 Price Per Barge	\$110,588.94
8	Transportation and Travel Related to Pre-production Barge	Reimbursement basis	Cost Not to Exceed	\$7,950.00
Total				\$6,275,373.26



CITY OF SAN ANTONIO
FINANCE DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100007779, 2016-095

RIVER BARGE FABRICATION

Date Issued: AUGUST 3, 2016

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM OCTOBER 7, 2016

Proposals may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
1st Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"RIVER BARGE FABRICATION"

Proposal Due Date: 2:00 p.m., **OCTOBER 7, 2016**

RFCSP No.: 6100007779

Respondent's Name and Address

Proposal Bond: YES Performance Bond: YES Payment Bond: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal Conference will be held on AUGUST 17, 2016 at 9:00 AM at 115 PLAZA DE ARMAS - Culture Commons Gallery, San Antonio, TX 78205

Pre-Submittal Conference Bridge Information, **210-207-9329** (External Dial-In), **79329** (Internal Dial-In), **855-850-2672** (Toll-free Dial-In), Access Code:**994 920 328**

Staff Contact Person: JORGE GARCIA, PROCUREMENT MANAGER, Email: JORGE.GARCIA@SANANTONIO.GOV

SBEDA Contact Information: DAVID RODRIGUEZ, 210-207-0071, DAVID.RODRIGUEZ3@SANANTONIO.GOV

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one **COMPLETE** original signed in ink, 6 hard copies **WITH TABS and DOCUMENTS for the Executive Summary, Attachment A, C, and D, Proof of Insurability, Financial Information, Signature Page, Certificate of Interested Parties, Signature Page and Proposal Checklist (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED IN THE COPIES)** and one complete copy of the proposal on a USB containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "River Barge Fabrication" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 P.M.** Central Time, on **October 7, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966
ATTN: FINANCE DEPARTMENT – PURCHASING DIVISION / RIVER BARGE FABRICATION

Physical Address:

Office of the City Clerk
100 Military Plaza
1st Floor, City Hall San Antonio, Texas 78205
ATTN: FINANCE DEPARTMENT – PURCHASING DIVISION / RIVER BARGE FABRICATION

Submission of Electronic Proposals. Submit one **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City shall not be responsible for lost or misdirected proposals or modifications.

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code, regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page through September 22, 2016 at 4:00 PM. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is David Rodriguez. He may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted with the Small Business Office regarding this solicitation, after the solicitation closing date.*

Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a debriefing process may submit a written request no later than seven (7) calendar days from the date letter was sent.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 10 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP, Section 003-Instructions for Respondents, Part B, Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, be divided by tabs, and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

Correct Legal Name. If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure

to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Costs of Proposing. Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Finance Department, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Respondent must have the Purchase Order prior to incurring any costs for which the City may be liable.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to the City that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Certificate of Interested Parties (Form 1295).

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

State of Texas Conflict of Interest Questionnaire (Form CIQ).

Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

PART B

SUBMISSION REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, each of the items listed below must be labeled with the heading indicated below as a separate file on the USB.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions. (Original, Copies)

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One. (Original, Copies)

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two. (Original, Copies)

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three. (Original, Copies)

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B. (Original)

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at: (Original, Copies)

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form. (Original, Copies)

VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM. Use the Form found in this RFCSP as Attachment E. (Original)

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment F. (Original)

PROPOSAL BOND. Submit proposal bond in the amount of \$5,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals. (Original)

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate. (Original, Copies)

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subcontractors, if any. (Original, Copies)

SIGNATURE PAGE. If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority. (Original, Copies)

CERTIFICATE OF INTERESTED PARTIES HB FORM 1295. Respondent must complete, sign and submit HB Form 1295. (Original, Copies)

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment I. (Original, Copies)

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (25 points)

Price (20 points)

SBE Prime Contract Program (15 points)

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

Mentorship Incentive (5 points)

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For qualified joint venture respondents, **each joint venture partner must initial, sign and submit** a "Mentor Commitment Form" for the joint venture respondent to receive the five evaluation preference points.

Please note the change in Mentor Protégé form accompanies a change in the application process. If a previous Mentorship Commitment form is submitted, the respondent must complete the application for the Mentor Protégé Program at the website listed below. Mentor Protégé Program Application <https://besanantonio.com/mentor-protege/>

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 Background

The San Antonio River Walk is nationally and internationally recognized as one of the premier attractions of its kind. There are many reasons for its prominence, not the least of which is the River Walk experience. The river barge operation is vitally important to the image conveyed to the large number of out-of-town visitors, and equally important to the economies of San Antonio's hotel, restaurant, and convention and tourism industries. The river barge operation is also a significant component of the River Walk's image as promoted by the San Antonio Convention and Visitors Bureau, particularly in light of San Antonio's Tricentennial activities in 2018 to celebrate the city's establishment by Spain in 1718.

Since improvements completed in 2009, the portion of San Antonio River now navigable by river barge stretches from near Grayson Street on the north to Nueva Street on the south and includes a lock and dam system at Brooklyn Street. River barges provide tours to over one million persons annually and provide a unique method of sightseeing and people watching. Restaurants may charter river barges to provide open-air dining while cruising the river and this offering is considered one of the signature elements of the River Walk. Some river barges serve as "river taxis" and may deliver passengers to multiple destinations, including Rivercenter Mall, the Henry B. Gonzalez Convention Center, La Villita's Arneson River Theatre, The Pearl, and other destinations along the river.

In April 2016, San Antonio City Council awarded a contract for design of a new vessel. METALAB is a Houston-based firm that was recommended for selection after an open call for design proposals via a cooperative effort by the City and the local chapter of the American Institute of Architects. The new barge will accommodate barge tours, taxi service, dining cruises, and river parades, as well as provide a transportation option for residents to commute on the San Antonio River. METALAB's versatile design includes a single level deck of modular components that will allow greater wheelchair accessibility and adjacent companion seating. The City plans to acquire 43 new barges in accordance with the Drawings and Technical Specifications in Attachment G (Drawings) and Attachment H (Technical Specifications). The City is currently testing a prototype of this barge and it is anticipated that some minor modifications to the design may be made after this RFCSP is released and prior to the due date for submissions. Addendums are expected to be released containing these modifications. Addendums shall control over this RFCSP and its Attachments to the extent of any conflict herewith.

4.2 VESSEL DESCRIPTION

- 4.2.1 Contractor shall provide 43 new barges. Barges shall be an aluminum modular vessel as more particularly described in the Drawings and Technical Specifications in Attachment G (Drawings) and Attachment H (Technical Specifications).
- 4.2.2 Correlation and Intent. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required only to the extent consistent with the Contract Documents and which reasonably is inferable from the Contract Documents as deemed necessary to produce the indicated results. In cases of discrepancy between any drawing and the dimension figures written thereon:
 - 4.2.2.1 the dimension figures shall govern over scaled dimensions;
 - 4.2.2.2 detailed drawings and accompanying notations shall govern over general drawings; and
 - 4.2.2.3 Technical Specifications shall govern over Drawings, subject to Section 4.2.5 herein.
- 4.2.3 The most recent revision of Plans shall control over older revisions.
- 4.2.4 Should the Drawings and Technical Specifications be inconsistent, contract pricing shall be based on the better quality and greater quantity of work indicated. In the event of the above-mentioned inconsistency, City shall determine the resolution of the inconsistency.
- 4.2.5 In the Drawings and Technical Specifications, where certain products, manufacturer's trade names or catalog numbers are given, such information is given for the sole and express purpose of establishing a standard of function, dimension, appearance and quality of design in harmony with the work and is not

intended for the purpose of limiting competition. Materials or equipment shall not be substituted, unless such a substitution has been specifically accepted for use on this project by City.

- 4.2.6 Cut files shall be provided to the selected Contractor for use in actual fabrication.
- 4.2.7 A mold created for center seating and will make it available for use by the selected Contractor at no cost.
- 4.2.8 There will be a total of six railing patterns. Cut files / pattern designs shall be provided to the selected Contractor for use in actual fabrication.
- 4.2.9 City is requesting pricing for electrical propulsion and CNG propulsion, and may choose to purchase an all electrical fleet, all CNG fleet, or a combination thereof.
- 4.2.10 All items furnished by Contractor shall be new and unused and of the highest quality materials available.
- 4.2.11 The Electric Propulsion System must meet the following minimum requirements:
 - 4.2.11.1 Torqeedo Power 26-104 High Performance Lithium Batteries (16 each per barge)
 - 4.2.11.1.1 Batteries must be IP67 waterproof
 - 4.2.11.1.2 Lead Acid Batteries are not acceptable substitutes
 - 4.2.11.2 Torqeedo Single Cruise 10kW Outboard with Solas Amita 2311-130-11 Aluminum Propeller (1 each per barge) and 20" medium shaft (1 each per barge)
 - 4.2.11.3 Torqeedo 1.7kW Chargers (6 each per barge)
 - 4.2.11.4 Torqeedo Remote Throttle (Displays Speed, Battery % and Range) (1 each per barge)

4.3 MAINTENANCE

- 4.3.1 The contractor shall not provide any direct service or maintenance to the fabricated river barges after delivery and acceptance by City other than that commensurate with meeting the warranty requirements of the contract. The contractor shall provide written maintenance requirements and procedures as defined by the OEM for the equipment or components that make up the boat. The contractor shall compile this information from the OEM's technical data sets and deliver it upon delivery of the barges.
- 4.3.2 If a piece of equipment or a component does not have an OEM maintenance requirement and/or procedure in the technical information, then contractor shall obtain from the OEM a certification that the component is "maintenance free" or a recommended maintenance program with procedures. This maintenance information shall include all preventative and corrective requirements/procedures. The City will use this information to develop maintenance procedure cards for its maintainers.

4.4 PRE-DELIVERY INSPECTION

- 4.4.1 Contractor agrees that City, and / or its designated agent, may inspect and examine the River Barge(s) at any time during the construction process, and as many times as deemed necessary by City.
- 4.4.2 Contractor shall perform a water test of each vessel prior to delivery to City, and in the presence of City and / or City's designated agent.
- 4.4.3 Such inspection(s) shall not be deemed an acceptance by City, nor a waiver of any provision of this contract.

4.5 DELIVERY

- 4.5.1 **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.** City may assess liquidated damages for late delivery in accordance with section 005 – Supplemental Terms & Conditions.
- 4.5.2 Barge Delivery Schedule

4.5.2.1 A total of 20 barges shall be delivered on or before September 15, 2017.

4.5.2.2 A total of 23 barges shall be delivered on or before November 17, 2017.

4.5.2.3 All deliveries must be scheduled in advance with the City.

- 4.5.3 Delivery shall be made FOB Destination to 202 E. Nueva St. San Antonio, TX, 78204 Barges shall not be deemed delivered until launched by Contractor. Contractor is responsible for launching the barges utilizing City provided equipment.

Barges must be fully operational upon delivery and ready to take passengers. If any punch list items are remaining, Contractor shall have 21 days to complete those items. Barges may not be taken out of operation in order for punch list items to be completed. Therefore, Contractor must complete punch list items at night, or when barges are otherwise not in use.

4.6 WARRANTY

4.6.1 Torqeedo Power 26-104 Lithium Batteries shall have a 4 year limited manufacturer's warranty. Submit a copy of the manufacturer's warranty with your proposal.

4.6.2 Torqeedo Single Cruise 10kW Outboard shall have a 2 year limited manufacturer's warranty. Submit a copy of the manufacturer's warranty with your proposal.

4.7 REGISTRATION AND TITLEING

4.7.1 Vendor shall provide a valid certificate of title issued by the Texas Department of Parks & Wildlife for each vessel and outboard motor.

4.7.2 Vendor shall provide a Manufacturer's Statement of Original (MSO) or an importer's certificate executed on a form prescribed by the Texas Parks & Wildlife Department for each vessel at the time of delivery.

4.7.3 Each hull shall have a serial number in a format mandated by the United States Coast Guard. Each vessel must have a manufacturer's hull identification number clearly imprinted on the structure of the vessel or displayed on a plate permanently attached to the vessel.

4.8 SPECIAL REQUIREMENTS

4.8.1 Vessels must meet all applicable local, state and federal requirements, including, but not limited to safety requirements. Vendor is required to notify City of any defect in the design documents, known to vendor, or which should be reasonable ascertainable from the design documents by a party in the business of building vessels such as the ones specified herein.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon award by City Council and shall terminate upon final acceptance of all barges by the City.

Insurance.

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "River Barge Fabrication" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of **\$5,000**. The Bond shall be valid for **120 Calendar days** following the deadline for submission of proposals. The Proposal Bond must provide assurance that the Proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the Proposal, and will provide the required Performance Bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the required Performance Bond, may result in a forfeiture of the Proposal Bond. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company

and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any Proposals received without a Proposal Bond will be disqualified.

The Proposal Bond must accompany the Proposal, in accordance with the instructions for Hard Copy Proposal Submissions.

Performance Bond.

Contractor shall provide a Performance Bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the total amount of the contract price. Said bond must be in a form acceptable to City. Said Performance Bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. Said bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, Chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Progress Payments.

Contractor may invoice the City for 50% of the cost of each vessel after the water test described in Section 4.4.2. City will pay said invoice within 30 days, provided the vessel meets the specifications at the time of the water test, other than minor punch list items. Payment at this time shall not be deemed acceptance by City. The balance due for each vessel will be paid after delivery of that vessel in accordance with the General Terms & Conditions provisions under Payment by City.

Liquidated Damages.

The Parties agree that the actual damages that might be sustained by City by reason of Contractor's breach of its covenant to make delivery within the deadlines specified herein are uncertain and would be difficult of ascertainment, and that the sum of \$360.00 per Barge per day for each day delivery of said Barge by Contractor is late would be a reasonable compensation for such breach. Contractor hereby promises to pay, and the City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach, within 30 days of City's demand. Furthermore, Parties agree that, at City's option, City may withhold said liquidated damages from any payments due to Contractor hereunder. If City so elects, Contractor shall include such sum as a credit on its invoice to City, but City may withhold said sum regardless of whether Contractor includes the credit. Contractor shall pay City any balances over and above the credited amount within 30 days of the date of invoice, if the amount of liquidated damages exceeds the amount of the invoice.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A, Part One – General Information and Reference
- Attachment A, Part Two – Experience Background, and Qualifications
- Attachment A, Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure form
- Attachment D – Litigation Disclosure form
- Attachment E – Veteran Owned Small Business Preference Program
- Attachment F – SBEDA Program Language and Forms
- Attachment G – Revised Vessel Drawings
- Attachment H – Revised Technical Specifications
- Attachment I – Proposal Checklist

006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Respondent is submitting an electronic proposal, City and Respondent each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Respondent shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Respondent shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Respondent shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Respondent, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Respondent may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Respondent must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Respondent. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Respondent shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Respondent under this or any other contract, or invoice Respondent for same. If invoiced, Respondent shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY RESPONDENT, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT RESPONDENT'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Mailing Address. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Electronic submission: Accounts.Payable@sanantonio.gov Electronic submissions require a .PDF format. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Respondent about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Respondent must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. RESPONDENT MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY RESPONDENT OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT RESPONDENT MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Respondent shall be charged by Respondent nor be payable by City. The parties hereby agree that all compensable expenses of Respondent are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Respondent fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Respondent, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Respondent to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Respondent specifying the matters in default and the cure period. If Respondent fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Respondent.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Respondent notice ten days prior to the date of termination of the contract without cause. If the City terminates without cause, City shall reimburse vendor for custom fabrication work that has been performed, with materials paid at Vendor's cost, and labor at a negotiated rate.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Respondent covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Respondent under this contract and that Respondent has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Respondent.

Attorney's Fees, Costs & Expenses. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees. **In no event shall City be liable for delay damages.**

INDEMNIFICATION.

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, RESPONDENT agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Respondent shall advise CITY in writing within 24 hours of any claim or demand against CITY or Respondent known to Respondent related to or arising out of Respondent's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at Respondent's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Respondent of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Respondent may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any

other means, without the consent of Director. As a condition of such consent, if such consent is granted, Respondent shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Respondent, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Respondent pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Respondent. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Respondent understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Respondent and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Respondent shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Respondent shall retain the records until the resolution of such litigation or other such questions. Respondent acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Respondent to return the documents to City at Respondent's expense prior to or at the conclusion of the Retention Period. In such event, Respondent may retain a copy of the documents.

Respondent shall notify City, immediately, in the event Respondent receives any requests for information from a third party, which pertain to the Documents referenced herein. Respondent understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Respondent shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or

prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Respondent represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Respondent shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Respondent shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Respondent understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Respondent from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Respondent shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Respondent is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Respondent as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Respondent.**

007 – SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information

Please Print or Type

Vendor ID No.	_____
Signer's Name	_____
Name of Business	_____
Street Address	_____
City, State, Zip Code	_____
Email Address	_____
Telephone No.	_____
Fax No.	_____
City's Solicitation No.	_____

Signature of Person Authorized to Sign Proposal

008 – STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City’s Finance Department, or Director’s designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term “offer” is synonymous with the terms “bid” and “proposal”.

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term “proposal” is synonymous with the terms “offer” and “bid”.

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City’s standard purchase order form, and which is Vendor’s authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor’s proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide 3 references, that Respondent has provided boat fabrication services to within the past 5 years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items, if Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience with custom boat manufacturing. List and describe contracts of similar size and scope performed over the past five years.
2. Describe your experience with metal fabrication and welding. Specifically, describe your experience with fabricating and welding marine grade aluminum alloys as required by this project.
3. Describe Respondent's experience with the design and installation of electric propulsion systems and CNG propulsion systems. Specifically, state the number of years of experience and number of units manufactured.
4. Provide a list of proposed subcontractors and suppliers for this fabrication project.
5. If Respondent is proposing as a team or joint venture or has included subcontractors, describe the rationale for selecting the team and the extent to which the team, joint venture and/or subcontractors have worked together in the past.
6. Describe Respondent's manufacturing capacity (personnel and equipment) necessary to complete fabrication of barges within City's timeline. Include a description of equipment and number/type of personnel proposed to complete this contract. Will respondent need to purchase additional equipment or hire additional personnel if awarded the contract?
7. State the primary work assignment and percentage of time key personnel will devote to the contract. Identify professional qualifications (to include licenses, certifications, associations) of key personnel of key personnel to be available for this contract and relevant experience on projects of similar size and scope.
8. Provide a description of other resources, including total number of employees, number and location of offices, number and types of equipment to support this contract.
9. Provide additional information to identify any additional skills, experience, qualifications, and other information about the Respondent's qualifications.
10. Provide a letter of authorization by a barge component manufacturer(s) identifying Respondent as an authorized or designated service representative.
11. Additional Information. Identify any other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT - A, PART THREE

PROPOSED PLAN

Prepare and submit narrative responses to the following items.

1. Submit a narrative response describing the Respondent's operating plan for the fabrication and assembly of the barges.
2. Submit a narrative response describing Respondent's quality assurance plan for the fabrication and assembly of the barges.
3. Submit a narrative response describing a plan for management support and an escalation process for resolving production issues.
4. Provide an organizational chart indicating all key personnel that would be directly involved and their reporting structure.
5. Provide a timeline, including major milestones, for completion of barge manufacturing by the City's delivery deadlines as stated in Section 4.4.2 – Barge Delivery Schedule.
6. Provide warranty information for the following:
 - Electric Propulsion System, Battery Charger, Remote Throttle (excluding batteries)
 - Batteries
 - CNG Propulsion System
 - Hull
 - Barge Accessories (seating, tables, lighting, etc)
 - Other
7. Please describe battery recycling program / requirements offered by the manufacturer.
8. Please identify any substitutions to the specified equipment and provide full manufacturer's specifications.
9. Describe training that will be provided regarding operation and maintenance of barges. State the number of proposed sessions/topics and length of each session.
10. Provide any additional or relevant information Respondent wished the City to consider regarding the fabrication, assembly and delivery of the barges.

RFCSP ATTACHMENT - B

PRICE SCHEDULE

- Item 1: Aluminum Barge Hull, Deck and Console**
(Excludes railings, propulsion system, seating and tables) \$ _____ each
- Item 2: Railings (Detail R-5)**
Complete Set (18 pieces per barge) \$ _____ per barge
- Item 3: Touring Configuration**
- Item 3A: Seat and Bench Plan (Tour Seating, Schedule S-2)** \$ _____ per barge
- Item 3B: Roto Molded Chair and Assembly** \$ _____ each
- Item 4: Dining Configurations**
- Item 4A: Dining Plan (Group Seating, Schedule S-3)** \$ _____ per barge
- Item 4B: Dining Plan (Bistro Seating, Schedule S-3)** \$ _____ per barge
- Item 5: Propulsion System**
- Item 5A: Electric Propulsion System** \$ _____ per barge
(Includes batteries, chargers, motor and smart throttle)
- Item 5B: CNG Propulsion System** \$ _____ per barge
- Item 6: Accessories (Not included in any item above)** \$ _____ per barge
(Includes all items described in this RFCSP and not otherwise included in another line item on this Price Schedule)
- Item 7: Shipping & Launching** \$ _____ per barge
- Prompt Payment Discount:** _____

RFCSP ATTACHMENT - C
DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at:

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT - D
LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFCSP ATTACHMENT – E

Veteran Owned Small Business Preference Program

Attached as separate document

RFCSP ATTACHMENT - F

SBEDA PROGRAM LANGUAGE AND FORMS

Attached as separate document

RFCSP ATTACHMENT - I

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
Veteran Owned Business Small Business Program RFCSP Attachment E	
* SBEDA Forms RFCSP Attachment F and Associated Certificates, if applicable	
* Certificate of Interested Parties	
Proposal Bond	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment I	
One (1) Original and one (1) USB of entire proposal in PDF format if submitting in hard copy, and 6 copies (See 003-Instructions for Respondents Part A).	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposal (RFCSP) for **River Barge Fabrication (RFCSP 610007779, 016-095)**, Scheduled to Open: **September 29, 2016**; Date of Issue: **August 3, 2016**

FROM: Paul J. Calapa, Procurement Administrator

DATE: August 31, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED BID IS HEREBY
AMENDED AS FOLLOWS:**

1. **ADD: EXHIBIT 1**, Small Business Economic Development Advocacy (SBEDA) Presentation. Exhibit is posted as a separate document.
2. **ADD: EXHIBIT 2**, Redacted Sign-in Sheet from the Pre Solicitation Conference dated August 1, 2016 and Pre-submittal Conference dated, August 17, 2016. Exhibit is posted as a separate document.
3. **DELETE: ATTACHMENT F3. Attachment F4 is the new mentorship application form that should be utilized.**

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL
CONFERENCE**

On Wednesday, August 17, 2016, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the River Barge Fabrication Request for Competitive Sealed Proposals. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows.

Question 1: Will there be an option to change the design?

Response: City will issue an addendum outlining any design changes. Additional barge design changes may be made at City's discretion.

Question 2: Who would be liable if design fails?

Response: Respondent will not be held liable for design flaws.

Question 3: Can you clarify local presence and what is governing agency for determining SBE's and the max cap of business for the SBE?

Response: The City's Small Business Economic Development Advocacy (SBEDA) program is authorized under the SBEDA Ordinance 2016-05-19-0367 by the City Council to promote and incentivize small, minority and/or women-owned business enterprises in San Antonio Metropolitan Statistical Area (SAMSA).

The following counties are included in the SAMSA: Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson.

Small Business Enterprise (SBE) certifications are based on size standards defined by the Small Business Administration (SBA). These size standards are based on the 2012 North American Industry Classification System (NAICS) codes for different industries. The SBA assesses industry sizes using either average annual receipts or average employment of a firm (13 CFR § 121.104 and 13 CFR § 121.106). NAICS code lookups can be found at <http://www.census.gov/eos/www/naics/>. Tables for NAICS codes can be found at https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf. For this particular River Barge Fabrication project, examples of NAICS codes include:

335912-Lithium batteries, primary, manufacturing: 1,000 Employees

332312-Boat sections, prefabricated metal, manufacturing: 500 Employees

Question 4: Would you accept delivery of vessels that become available prior to that date?

Response: City may accept delivery of vessels that become available prior to scheduled delivery date(s). The City will coordinate with fabricator on the proposed early delivery of vessels.

Question 5: Is a bidder required to bid on both, electric and CNG propelled barge options?

Response: This question will be addressed in a subsequent addendum.

Question 6: If you deviate from product and brand name, is there a process to submit for approval for alternate items?

Response: Substitutions to be made as per instructions included in bid documents.

Question 7: What is the city equipment to launch barges? Do you let us know how to offload?

Response: Selected fabricator will have access to a ramp and two options to launch boats: (A) Offload boats from Nueva Street Bridge with crane and then drive them into City-owned Nueva Street Marina. (B) Drive each boat down the ramp at Nueva Street Marina and launch into water. This must only be done with one boat at a time due to height restrictions along the ramp leading to boat launch.

Question 8: The RFCSP states that on water testing must be conducted in the presence of a City staffer. How will this work?

Response: City staff will travel to selected fabricator's manufacturing facility to observe water testing. Travel dates will be coordinated with contractor in advance.

Question 9: Was a Coast Guard architect employed to draft the design? Can you clarify coast guard requirements?

Response: A marine architect consulted on the design. The design is compliant with all applicable federal, state and local regulations for the manufacture of boats to be used with commercial passengers. All motorized boats in the State of Texas must be registered with the Texas Parks & Wildlife Department. The U.S. Coast Guard has confirmed the waterway is not deemed to be navigable in line with regulatory requirements that would require a Coast Guard inspection on the vessels.

Question 10: Will the boat manufacturer be required to provide a warranty? How will warranty requirements be accounted for / evaluated?

Response: This question will be addressed in a subsequent addendum.

Question 11: With the understanding that the batteries that are specified are manufactured in Germany, what do you have in mind for batteries in terms of inventory and useful life? Can you describe the battery program?

Response: The fabricator will supply quantity of batteries for each barge as specified by City. Battery warranty information is described in Section 4.6 of RFCSP. Fabricators are required to submit a copy of the manufacturer's warranty with proposal. Additional information on batteries is described in Attachment H - Supplemental Documents.

Question 12: Will the City of San Antonio acquire molds & forms to build barges?

Response: No molds or forms were created to build the barge. Respondents should refer to drawing documents to determine most appropriate method of fabrication. Molds for custom seating will be made available to selected fabricator at no cost.

Question 13: Will city provide maintenance of boats once in the water?

Response: Maintenance requirements for Fabricator are outlined in Section 4.3 of the RFCSP. City will issue a separate Request for Proposals outlining ongoing barge maintenance requirements for a River Barge Operator at a later date.

Question 14: Are these boats fully ADA compliant?

Response: ADA design standards are only applicable for vessels that carry over 150 passengers. The design does accommodate ADA passengers.

Question 15: Is there a possibility of bench seating to transform to dinner seating?

Response: Seating configurations and methods of fabrication are outlined in Attachment G of the RFCSP document.

Question 16: Can a wheel chair go all the way to the front?

Response: Wheel chairs have full accessibility of the barge in various configurations (i.e. float, dining, etc.). In tour configuration, wheel chair seating and companion seating is limited to back of the barge if all bench seating and center seating is installed.

Question 17: Will there be a wheel chair lock down location to get ADA compliant?

Response: ADA design standards are only applicable for vessels that carry over 150 passengers. City will issue addendum to add recessed "D" rings to the design near the console for a tie down location.

Question 18: How long has this prototype been in service?

Response: Prototype has been in service in San Antonio since July 29, 2016.

Question 19: Are we allowed to look at the old boats?

Response: Yes.

Question 20: Can you show us the configuration of the chairs/benches with table?

Response: Barge configurations are outlined in Attachment G of the RFCSP document.

Question 21: Is there a ramp for the wheelchair? Where is it stored?

Response: Ramp detail and location is outlined in Attachment G of the RFCSP document.

Question 22: Is there an opportunity to have multiple exists/entrances?

Response: City will issue an addendum outlining any design changes. Additional barge design changes may be made at City's discretion.

Question 23: Does the design accommodate motorized wheelchairs?

Response: The design accommodates most motorized wheelchairs.

Question 24: Can the hull accommodate battery storage in excess of 16 batteries?

Response: Yes.

Question 25: Has COSA planned for adequate charging stations on the River Walk?

Response: City is currently working with an engineer to design and install charging stations for the barges.

Question 26: Can the design be adjusted to facilitate "quick-change" of seating configuration?

Response: Bolts provide a safe, stable and secure connection and have minimal wear over time. Barge design changes may be made at City's discretion.

Question 27: Will railings be fixed / rigid to provide firm perimeter?

Response: City will issue an addendum outlining any design changes.

Question 28: Will steering cables be redesigned or the propeller/motor changed to improve performance?


Response: City will issue an addendum outlining any design changes.

Question 29: Are changes being made to provide more stability from weight shifts?

Response: City will issue an addendum outlining any design changes.

Question 30: Who can we contact for more information about becoming a Mentor?

Response: All 'qualified' prime respondents can choose to become a Mentor in City's Mentor Protégé program by submitting a Commitment form or completing a paper /online application at <https://besanantonio.com/>. Please note that to earn the five (5) mentorship points, BOTH steps need to be completed. For further information about the program and determine if your firm is qualified to be a mentor please contact Janice Wehrman, Program Manager, Alamo Colleges, email: jwehrman1@alamo.edu or call at (210) 486-5904.



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposal (RFCSP) for **River Barge Fabrication (RFCSP 6100007779, 016-095)**, Scheduled to Open: **October 7, 2016**; Date of Issue: **August 3, 2016**

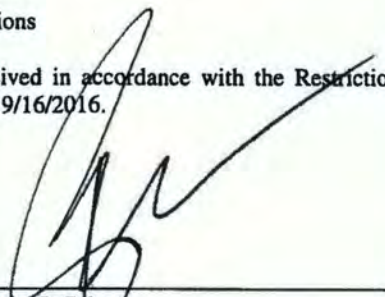
FROM: Paul J. Calapa, Procurement Administrator

DATE: September 15, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED BID IS HEREBY
AMENDED AS FOLLOWS:**

1. **The Request for Competitive Sealed Proposals opening (due) date has been extended. Responses for the Request for Competitive Sealed Proposals are due on October 7, 2016 at 2:00 PM.**
2. **The deadline for submitting questions has been extended through September 22, 2016. Firms may submit written questions concerning this RFCSP to the staff Contact Person listed below until 4:00 p.m., Central Time, on September 22, 2016.**
3. **CHANGE: 4.2.11.1, 16 each per barge.**
4. **CHANGE: 4.2.11.2, 10kW.**
5. **CHANGE: 4.2.11.3, 6 each per barge.**
6. **CHANGE: 4.6.2, 10 kW.**
7. **REPLACE: ATTACHMENT G – Revised Vessel Drawings**
8. **REPLACE: ATTACHMENT H – Revised Technical Specifications**
9. **The City is currently finalizing the last set of questions received in accordance with the Restrictions on Communications. The City intends to release Addendum III on 9/16/2016.**



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposal (RFCSP) for **River Barge Fabrication (RFCSP 6100007779, 016-095)**, Scheduled to Open: **October 7, 2016**; Date of Issue: **August 3, 2016**

FROM: Paul J. Calapa, Procurement Administrator

DATE: September 21, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

River Barge Fabrication RFCSP 6100007779, 016-095 is hereby modified as follows:

1. Section 006 – General Terms & Conditions, Termination-Notice is hereby modified to read as follows:

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Respondent notice ten days prior to the date of termination of the contract without cause. If the City terminates without cause, City shall reimburse vendor for custom fabrication work that has been performed, with materials paid at Vendor's cost, and labor at a negotiated rate.

2. The following section is hereby added to General Terms & Conditions:

Attorney's Fees, Costs & Expenses. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees. **In no event shall City be liable for delay damages.**

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON
COMMUNICATIONS:**

Question 1: Will the boat manufacturer be required to provide a warranty? How will warranty requirements be accounted for / evaluated?

Response: Yes. Warranty will be considered / evaluated as part of Respondent's Proposed Plan.

Question 2: Is a bidder required to bid on both, electric and CNG propelled options?

Response: The City intends to purchase an all electric fleet. However, the City requests respondents submit pricing for electric and CNG options.

Question 3: Will the City be able to start witnessing water test and take delivery of the first batch of barges late December 2016, early January 2017?

Response: City may accept delivery of vessels that become available prior to the scheduled delivery date(s). The City will coordinate with the selected fabricator on the proposed early delivery of vessels.

Question 4: The specs are not specific of how many CNG units, or how many Torqeedo units will be ordered. Can you specify how many of each?

Response: The City is requesting pricing for electrical propulsion and CNG propulsion. The City anticipates ordering an all electric fleet.

Question 5: The specs are not specific of how many of each model will be ordered? Can you specify how many of each?

Response: The City will determine how many of each model to order upon contract award.

Question 6: Section 4.4 states, Contractor shall perform a water test of each vessel prior to delivery to City, and in the presence of City and / or City's designated agent. How much time should be allocated for each inspection?

Response: One hour per barge.

Question 7: Due to time schedule of boats being delivered, the boats will be coming out of production at an estimated 1 to 2 boats per week after production starts, 4 boats per week at peak production. Any delay of the inspection will cause the boats to be late which will incur a penalty to the contractor. Will the City give a letter of supply to insure the contractor does not have to wait for inspector to arrive and perform his or her inspection? How will the contractor record, report and invoice City for the liquidated damages when inspector is late, which will cause a delay in delivery and fault will be on City's behalf?

Response: Inspections will be performed by a City employee or City designated agent and inspections will be coordinated with the fabricator. City shall not be liable for delay damages.

Question 8: To meet the demands of the delivery schedule, materials will have to be on hand which means purchasing materials, components and supplies way ahead of time. This is a huge investment and financial burden on the contractor. The solicitation states that the City can cancel at any time without cause. Can this and payment terms be negotiated?

Response: If the City terminates for convenience, City shall reimburse vendor for custom fabrication work that has been performed, with materials paid at Vendor's cost, and labor at a negotiated rate. City does not anticipate terminating this contract for convenience.

Question 9: Why is it necessary to test barge to insure that it meets specifications after an onsite water test has been performed by a City official or City's agent? How will the cost of testing be calculated by the City, if necessary?

Response: Contractor is responsible for performing a water test of each vessel prior to delivery to the City, and in the presence of City staff or City's designated agent. All water test costs are the responsibility of the contractor and shall be included in the bid price for each barge. City will cover travel costs for City designee to be present for water test. This test does not constitute final acceptance. See Section 006 General Terms and Conditions, Acceptance by City.

Question 10: Attachment A, Part 3 refers to training for operation and maintenance of the barges. What are the expectations of the City and how many training sessions should our company figure and how long should the training sessions last?

Response: Contractor should provide City with training on how to operate and maintain the barges. Contractor is asked to propose the number of sessions, length and topics as deemed appropriate. Training will be done at City Marina (202 E. Nueva, San Antonio, TX 78205) and on San Antonio River.

Question 11: Is there a cutoff date for final changes, if so when is it?

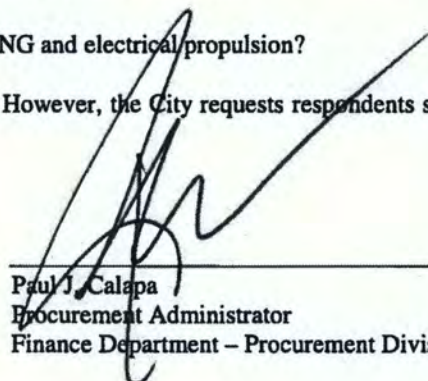
Response: Final design changes were released on September 15, 2016.

Question 12: Are the new plans, released on September 15, 2016, "stamped" by a naval architect / engineer?

Response: The drawings submitted for bidding purposes are not "stamped" by a naval architect/engineer. Drawings used for barge fabrication will be "stamped" by a naval architect / engineer.

Question 13: Do the specs require all electric, or mixture of CNG and electrical propulsion?

Response: The City intends to purchase an all electric fleet. However, the City requests respondents submit pricing for electric and CNG options.



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg



City of San Antonio

SUBJECT: Request for Competitive Sealed Proposal (RFCSP) for **River Barge Fabrication (RFCSP 6100007779, 2016-095)**, Scheduled to Open: **October 7, 2016**; Date of Issue: **August 3, 2016**

FROM: Paul J. Calapa, Procurement Administrator

DATE: September 30, 2016

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSAL**

River Barge Fabrication RFCSP 6100007779, 2016-095 is hereby modified as follows:

1. The following section is hereby added to Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.5.2 Barge Delivery Schedule:

4.5.2.3 All deliveries must be scheduled in advance with the City.

2. The following sections are hereby added to Section 004 - SPECIFICATIONS / SCOPE OF SERVICES:

4.7 REGISTRATION AND TITLEING

4.7.1 Contractor shall provide a valid certificate of title issued by the Texas Department of Parks & Wildlife for each vessel and outboard motor.

4.7.2 Contractor shall provide a Manufacturer's Statement of Original (MSO) or an importer's certificate executed on a form prescribed by the Texas Parks & Wildlife Department for each vessel at the time of delivery.

4.7.3 Each hull shall have a serial number in a format mandated by the United States Coast Guard. Each vessel must have a manufacturer's hull identification number clearly imprinted on the structure of the vessel or displayed on a plate permanently attached to the vessel.

3. The following section is hereby added to Section 004 - SPECIFICATIONS / SCOPE OF SERVICE:

4.8 SPECIAL REQUIREMENTS

4.8.1 Vessels must meet all applicable local, state and federal requirements, including, but not limited to safety requirements. Vendor is required to notify City of any defect in the design documents, known to vendor, or which should be reasonable ascertainable from the design documents by a party in the business of building vessels such as the ones specified herein.

4. Section 4.2.11.2 is hereby revised to read:

4.2.11.2 Torqeedo Single Cruise 10kW Outboard with Solas Amita 2311-130-11 Aluminum Propeller (1 each per barge) and 20" medium shaft (1 each per barge)

5. The following section is hereby added to Section 005 - Supplemental Terms & Conditions:

Progress Payments.

Contractor may invoice the City for 50% of the cost of each vessel after the water test described in Section 4.4.2. City will pay said invoice within 30 days, provided the vessel meets the specifications at the time of the water test, other than minor punch list items. Payment at this time shall not be deemed acceptance by City. The balance due for each vessel will be paid after delivery of that vessel in accordance with the General Terms & Conditions provisions under Payment by City.

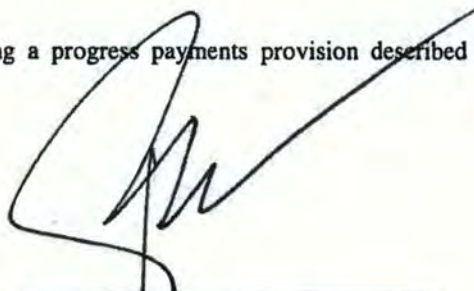
QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATIONS:

Question 1: How long is the bid valid for?

Response: The City requires that the offer be held firm through the period of the proposal bond, 120 days.

Question 2: Will the vessels be paid for as they are completed and accepted? Is the City looking to make payments once the contract is completed?

Response: The City has addressed this question by adding a progress payments provision described in Number 5 above.



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg