



## **AMENDMENT OF SOLICITATION**

SOLICITATION NUMBER:       **18-76526**

TITLE:                               **Elizabeth River Ferry Service**

AMENDMENT NUMBER:       **1**

EFFECTIVE DATE:                March 30, 2018

This solicitation is amended by the attachments hereto, and/or as described below. All other terms and conditions remain unchanged.

This amendment includes:

**1.     ACKNOWLEDGMENT OF AMENDMENTS**

Amendment 1 has been added. See Attachment 1.

**2.     PROPOSAL DUE DATE**

The Proposal Due Date remains **April 18, 2018**.

Proposals must be received by Hampton Roads Transit no later than 2:00 p.m. **April 18, 2018**, addressed as follows:

Hampton Roads Transit  
509 East 18<sup>th</sup> Street, Bldg. 4  
Norfolk, VA 23504  
Attn: Sonya Luther, RFP No. 18-76526

Proposals will not be publicly opened.

**3.     QUESTIONS AND ANSWERS**

Answers to questions received from prospective proposers are provided in Attachment 2.

**END OF AMENDMENT**



**ATTACHMENT 2**

**QUESTIONS AND ANSWERS**

	QUESTION	ANSWER
1.	<p><b>Reference:</b> Page 15. 3. Definitions “Heavy Vessel Maintenance” is defined as anything not addressed a preventative maintenance. These can include, but are not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Propulsion system repairs</li> <li>▪ Shaft and coupling repairs</li> <li>▪ Major electrical issues (lighting fixtures/bulbs and breakers/fuses are not considered major electrical repairs)</li> <li>▪ Fire system repairs (<i>smoke/heat sensors are not considered major repairs</i>)</li> <li>▪ Steering system repairs</li> <li>▪ Heating and cooling system repairs</li> <li>▪ Major welding repairs (<i>minor welding and hardware repairs are the Contractor’s responsibility</i>)</li> <li>▪ Replacement of canopy</li> <li>▪ Hull/bulkhead repairs</li> <li>▪ Watertight seals               <ul style="list-style-type: none"> <li>• Will the contractor be reimbursed for fire system smoke/heat sensors?</li> <li>• Will the contractor be reimbursed for “...minor welding and hardware repairs [which n this RFP] are the Contractor’s responsibility...”?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Replacement Smoke and Heat sensors, not covered by warranty, shall be the Contractor’s responsibility. Contractor should calculate the anticipated cost of maintaining the vessels and price maintenance accordingly.</li> <li>• All welding costs under \$350 shall be borne by the Contractor.</li> </ul>
2.	<p>Page 19. <i>5.7 Contractor’s Key Personnel</i> <b>5.7 Contractor’s Key Personnel</b> All captains employed by the Contractor shall undergo and pass a physical examination to include a drug and alcohol test that meets</p>	<ul style="list-style-type: none"> <li>• The successful Contractor shall be responsible for all costs associated with the acquisition and renewal of all required licenses and certifications, as well as the performance of drug testing and training for ferry crews. This is</li> </ul>

	<p>Federal Transit Administration (FTA), Virginia, and USCG minimum standards. HRT considers captain and crew members to be “safety sensitive employees” employed by the Contractor, under Contract to HRT, and therefore shall be tested for drugs and alcohol in accordance with current FTA regulatory requirements. <i>The cost of all required physical exams</i> and/or drug/alcohol testing shall be the responsibility of the Contractor. The results of all required drug and alcohol tests and any required reports shall be kept on record by the Contractor and provided to HRT upon request.</p> <p><i>Note: The USCG requires physical exams (as well drug testing, etc.) for the issuance or renewal of a captain’s license.</i></p> <ul style="list-style-type: none"> <li>• Is it intended that the contractor will seek out the cost of physical exams for captains obtaining or <i>renewing</i> their license to reimburse them?</li> <li>• Is it intended that the contractor will pay for the <i>renewal</i> of captain’s licenses <i>and</i> initial acquisition of captain licenses?</li> <li>• If yes, what about part-time captains? Some captains also work for companies like Spirit of Norfolk, Victory Rover and McCalistor Towing. The USCG requires physical exams for license renewals. Would the contractor pay for the physical exams of part-time employees?</li> </ul>	<p>inclusive of USCG, FTA mandates and any others required to perform the work.</p> <ul style="list-style-type: none"> <li>• For HRT provided training, HRT will bear the cost for the trainer only. Cost for the Contractor’s staff attendance shall be borne by the Contractor.</li> <li>• Part time Captains shall be covered by the same regulations as full-time Captains. Contractor, at their discretion, may pay for such renewals and certifications for part time employees. However, a replication of cost is not necessary if the part-time employees possess the certifications and licenses required to perform the work. Only properly accredited Captains shall operate HRT equipment.</li> </ul>
<p>3.</p>	<p>Page 21.</p> <p><b>5.8 Contractor Employees – General</b></p> <p><b>B. <i>The Contractor is responsible for the cost of acquisition and maintaining of all personnel certifications and licenses required to operate such services.</i></b> The Contractor shall bear all expenses associated with operating service without the required personnel certifications.</p> <p>Page 22.</p>	<p>Please see Answer #2.</p>

	<p>In addition to the above, the Contractor shall provide a USCG mandated training to its employees necessary <i>to maintain proper licensing or operating certification.</i></p> <p>Is it intended that the contractor pay the captain's license candidate wages while they are attending classes for a captain's' license?</p>	
<p>4.</p>	<p>Page 24.</p> <p><b>5.12 Safety/Security Program</b></p> <p><b>The Contractor shall develop, implement, and maintain a formal safety program, including the adequate ongoing employee safety meetings, <i>participation in safety organizations, safety incentives offered by the Contractor to captains and crew and participation in HRT risk management activities.</i></b></p> <ul style="list-style-type: none"> <li>• Can HRT provide the contractor with information pertaining to and identifying local safety organizations?</li> <li>• Can HRT provide types of safety incentives that HRT utilizes for its employees?</li> <li>• What is the duration and frequency of HRT risk management activities that will be made available to the contractor? When do they take place?</li> </ul>	<ul style="list-style-type: none"> <li>• HRT has utilized the following Contractor for training and consultation on this type of matter:  SMI 5129 Stanart Street Norfolk VA 23502 (757)461-1430</li> <li>• HRT does not currently have safety incentives in place. This is something expected in the near future for HRT.</li> <li>• HRT provides as needed risk management training at various times throughout the year. One to two training events for each employee are planned and are routinely held at the Norfolk and Hampton Locations. The duration of each training session is usually two (2) to four (4) hours.</li> </ul>
<p>5.</p>	<p>Could we change the statement on page 29, under 6.3 Vessel Inspection, to clarify that the contractor is not financially responsible for major repairs?</p> <p>“HRT may ensure that vessels are being maintained properly and are in safe operating order. The Contractor shall make available, at the request of HRT’s Project Manager, any vessels used in the performance of this Contract in order to ensure compliance with safety standards, mechanical standards, maintenance standards, customer comfort standards and any terms of this agreement. HRT’s inspection program shall not relieve the <b>Contractor of the obligation to</b></p>	<p>Deviations from the Scope of Work of the RFP should be included in Volume II, Technical Proposal, Tab J.</p>

	<p><b>continually monitor and inspect the condition of all vessels and to <i>identify and correct</i> all substandard or unsafe conditions immediately upon discovery.”</b></p> <p>Could that be changed to: “...<i>identify and pursue the correction of all substandard or unsafe conditions immediately upon discovery.</i>”?</p> <p><i>Note: The “unsafe condition” could be a major repair and not a cost the contractor would bear.</i></p>	
<p>6.</p>	<p>Could the statement on page 30 be clarified? i.e.: “...Contractor...shall pay for all parts, materials and repairs necessary...”</p> <p><i>Note: The expense of some parts, materials and repairs might not be intended to be the contractor’s responsibility - like a radar, a worn shaft, transmission rebuild, etc.</i></p> <p>Page 30.</p> <p><b>Maintenance of Vessels</b></p> <p>The Contractor shall maintain all vessels in a condition and manner satisfactory to HRT and <b>shall pay for all parts, materials and repairs necessary</b> for such maintenance programs to meet/exceed USCG and any state, federal and local regulations as well as all HRT safety standards. The overall exterior and interior vessel condition and cleanliness shall consistently meet HRT standards to present the best possible public image. HRT will be responsible for all major repairs (over and above what may be considered normal and routine maintenance) required to a vessel as noted below (engine/transmission replacement, shaft/prop replacement, vessel bottom repaint). A detailed list of Maintenance Requirements can be found in Attachment D.</p> <p>What does the word “OPTION” in parenthesis mean on Page 1 of <b>Attachment D</b>? Would HRT elaborate on this please?</p>	<p>Deviations from the Scope of Work of the RFP should be included in Volume II, Technical Proposal, Tab J.</p> <p>HRT and the successful Contractor may agree to have the Contractor purchase materials and/or parts that may be beyond the scope of the maintenance requirements. In these cases, the Contractor may invoice HRT for these materials, without markup.</p> <p>This is intended for smaller purchases to expedite repairs and/or avoid a USCG “no sail.”</p> <p>Proposal pricing shall be all inclusive for regular maintenance of the vessels.</p>

<p>7.</p>	<p><b>Maintenance Requirements</b></p> <p>1. Description. Contractor shall provide direct labor to maintain the Vessels, their appliances and appurtenances, in a good state of repair and in efficient operating conditions during the entire terms of this Contract. Contractor shall maintain the Vessels in accordance with the maintenance requirements outlined herein.</p> <p>a. <i>(OPTION)</i> Maintenance supplies, materials and parts shall be billed on a "pass through" basis to Hampton Roads Transit (HRT) with no markup in price or additional charges added.</p> <p>Could item "1.e." under <b>Attachment D, Maintenance Requirements</b> be clarified or reworded please?</p> <p>e. <i>Contractor shall perform all inspections, preventative maintenance, provide labor services for all "in-house" repairs and major component rebuild/replacement not performed by Subcontractors,</i> and cleaning necessary to maintain all equipment in the safest, cleanest, most efficient working condition at all times.</p>	<p>Contractor may be asked to remove and re-install components including, but not limited to: alternators, pumps, valves and the like, that must be rebuilt or repaired by an external source as a part of the Scope of Work.</p> <p>Deviations from the Scope of Work of the RFP should be included in Volume II, Technical Proposal, Tab J.</p>
<p>8.</p>	<p>Could the items listed in <b>Attachment D,</b> under 2. Machinery and Inspections, Item a. i. be narrowed down please?</p> <p>3. Maintenance and Inspections</p> <p>a. Preventative Maintenance and Inspections (PMI)</p> <p>i. Maintenance shall be of the highest standard consistent with good marine practice and is to be preventative in nature. <i>Preventative maintenance shall be done to all machinery and equipment including, but not limited to, engines, gearing, props, shafts, rudders, generators,</i> electrical systems, pumps, piping, <i>galley, toilets,</i> HVAC systems, etc. as per the manufacturer's recommendations or more frequently if required for proper operation, and in all cases shall meet and/or exceed any and all specifications and requirements of</p>	<p>HRT understands that some items listed are not applicable or may require a boat to be hauled to properly inspect. Boat hauling is covered under another contract and shall be performed as necessary at no cost to the Contractor.</p> <p>Deviations from the Scope of Work of the RFP should be included in Volume II, Technical Proposal, Tab J.</p>

	<p>OEM(s) required to maintain the HRT provided vessels and associated equipment and maintain HRT’s warranties on the HRT provided vessels and associated equipment.</p> <p>Note: There is no preventative maintenance for some of these items.</p>	
9.	<p><b>Attachment D</b>, Section 3. b. ii. says, <i>“Contractor ... shall perform major repairs and maintenance of engines, reduction gears and generator sets.”</i> Could we get this clarified please?</p> <p>Note: This is probably not HRT’s intent here.</p> <p>b. Major/Heavy Repairs</p> <p>ii. <i>Contractor shall perform</i> and document routine maintenance as per OEM requirement (oil and filter change only) activities, which are minor engine preventative maintenance actions <i>and shall perform major repairs and maintenance of engines, reduction gears and generator sets.</i></p>	<p>The Contractor shall not be responsible for major repairs. HRT has another contract for performing heavy maintenance.</p>
10.	<p><b>Attachment D</b>, Section 3, Item d.:</p> <p>d. Coolant. <i>Carrier shall treat coolant with effective chemicals and test as required on the attached schedule to ensure corrosion free operation. Engine coolant shall be treated as recommended by the OEM(s).</i></p> <p>Could this be clarified please? Is it a mistake? The contractor has no knowledge of treating coolant with chemicals or testing coolant.</p>	<p>Treatment of coolant with chemical or testing coolant is only performed if required by Original Equipment Manufacturer (OEM). HRT will perform any testing of coolant, engine oil, and gear oil. Contractor shall provide samples to HRT, as required.</p>
11.	<p><b>Attachment D</b>, Section 3, item e.</p> <p>e. Spare Parts. Contractor shall cause sufficient spare parts to be available to prevent delays in vessel operation to be kept on hand. Contractor, with HRT’s prior written approval, <i>may meet this requirement by outright purchase of parts to be kept on-site</i>, or by written assurance from local equipment distributors to keep critical parts in stock.</p> <p>Will the contractor be reimbursed for these parts?</p>	<p>Contractor shall keep on hand materials and parts associated with required preventative maintenance performed by the Contractor. The intent is to reduce downtime when the ferry is removed from service for Preventative Maintenance. Maintenance pricing in the proposal must include the cost of materials the Contractor anticipates in the performance of the Scope of Work. Exclusions must be annotated as deviations from the Scope of Work of the RFP and included in Volume II, Technical Proposal, Tab J.</p>

	Note: The parts would be things like alternators, sensors, gauges, spare gang planks, etc.	
12.	<p><b>Attachment D</b>, Section 3, item f.:</p> <p>f. Electronics and Navigational Equipment.  <i>All electronics and navigational equipment shall be maintained in operational and safe condition at all times in accordance with manufacturer's recommendations, U.S. Coast Guard and FCC requirements.</i></p> <p>Is it intended that the contractor will be responsible for paying technicians to repair the navigational equipment and keep it operational?</p>	No, HRT will pay to repair the navigational equipment. The Contractor shall ensure that the equipment is functioning prior to ferry going into service. Contractor shall immediately notify HRT when this equipment has any issue.
13.	<p><b>Attachment D</b></p> <p>4. Structure</p> <p>a. <i>Exterior. Contractor shall rinse off exterior surfaces, decks, and windows with fresh water on a daily basis. Carrier shall wash down exterior surfaces, decks, and windows with detergent and fresh water on a weekly basis. Windows shall be squeegeed dry after daily fresh water rinse to avoid spotting.</i> Touch up of exterior coatings shall be done with identical material as needed, and/or at the request of HRT and/or its designee.</p> <p>It is presumed that the wash down in Item a. above is intended for a boat in service. Could this be specified? Every boat, every day could be done, but it would take a separate crew and more employees to jockey all of the boats around to a dock with water and wash each down every day or week - especially in the off-season when only one boat is used for each day's service requirements. Is the present wash down situation satisfactory?</p>	Ferries not utilized on any given day may not need rinsed daily; however, ferries in service must enter service in a state of cleanliness. Contractor shall be solely responsible for the cleanliness of the equipment.
14.	<p><b>Attachment D</b>, Section 4, Item c.</p> <p>c. Dry-docking. Dry dock inspections, maintenance and repairs shall be performed as directed by the U.S. Coast Guard. Additional dry-dock inspections or repairs shall be done as required for hull fractures, etc., or as directed by HRT to maintain full</p>	Though it is the exception to the rule, the Contractor, in advance agreement with HRT, may be asked to pay the shipyard to expedite getting a ferry back into service. All Contractor cost will be reimbursed for shipyard work.

	<p>operational capability of the vessel. <i>Contractor shall be reimbursed by HRT for all costs associated with periodic and emergent dry dock work</i>, except if the dry-docking was a consequence of negligence on the part of the Contractor. Dry-docking shall be scheduled at least two (2) months in advance and Contractor shall get positive and confirmed appointments from shipyard for dry docking services.</p> <p>Would HRT elaborate on this please? i.e. <i>“...Contractor shall be reimbursed by HRT for all costs associated with periodic and emergent dry dock work...”</i></p> <p>Is the contractor intended to pay for dry dock work and be reimbursed by HRT at a later date?</p>	
<p>15.</p>	<p><b>Attachment D, Section 4, Item e.:</b></p> <p>e. Hull and Superstructure. Contractor shall be responsible for all hull maintenance, such as touch up painting, <i>hull scraping, minor repairs, etc.</i>, between dry dockings.</p> <p>Note: Usually a hull would be blasted if necessary, and not sure what the “minor repairs” would be. The hulls being steel, welding would normally be required.</p> <p>Would HRT elaborate on this or clarify please?</p>	<p>Hull scraping and minor repairs refers to cosmetic type of repairs and painting. Nothing structural in nature is included.</p>
<p>16.</p>	<p>On page 31, third paragraph, we find:</p> <p>The Contractor shall paint the vessels from the rub rail to the highest point on the vessel once each year. The paddle wheel will be excluded from this requirement. The Contractor shall pay particular attention to rust formations. When rust is found, it shall be removed and treated according to acceptable and customary standards for the marine industry.</p> <p><b>Could we add a last sentence to that paragraph?</b> i.e. <i>“It is understood that rust formations below deck can be common due to moisture and sweating of the hull and/or an inadequate or failing paint system. These</i></p>	<p>Deviations from the Scope of Work of the RFP should be included in Volume II, Technical Proposal, Tab J.</p>

	<i>issues are necessarily addressed during dry-dockings at the expense of HRT.”</i>	
17.	<p>Also on page 31:</p> <p>The Contractor shall perform additional tasks that support the daily operation and maintenance of the vessels. The Contractor shall contact HRT prior to procuring any parts or materials for this work. The Contractor shall perform each task using the Contractor’s labor with no additional cost to HRT. The work shall be performed with industry standard workmanship and meet all USCG requirements. Those tasks are as follows:</p> <ol style="list-style-type: none"> <li>1. Replace/install horns, <i>Public Address (P.A.) systems</i>, radios, antennas, bilge pumps, <i>hydraulic lines, water lines, throttle cables, and fuel lines</i>.</li> <li>• The Public Address (P.A.) Systems on ERF IV and ERF V have become more technologically advanced than the older ones. They seem more the territory for HRT to handle. <b>Could “P.A. systems” be eliminated from this requirement?</b></li> <li>• Could “hydraulic lines, water lines and fuel lines” be changed to <i>flexible</i> hydraulic lines, water lines and fuel lines?</li> <li>• The “throttle cables” have all been replaced with electronics. Could we delete “throttle cables” from this item?</li> </ol>	<p>Deviations from the Scope of Work of the RFP should be included in Volume II, Technical Proposal, Tab J.</p>
18.	<p>Page 31:</p> <p><b>3. Replace windows, as required.</b></p> <p>Could replace windows be replaced with, “Replace broken glass in windows, as required”?</p>	<p>Replacement of glazing would be the normal mode of repair. However, there may be a rare occasion where the window assembly may need to be replaced or repaired.</p> <p>Should there still be a need for a change to the language, proposers should note their disagreement in the deviations from the Scope of Work of the RFP in Volume II, Technical Proposal, Tab J.</p>

19.	<p>Page 31:</p> <p><b><i>4. Maintain gang planks; deliver them to and pay welder for restoration of wear and tear.</i></b></p> <p>Is it intended that the contractor will be reimbursed for "...pay[ing] welder for restoration of wear and tear."?</p>	<p>Welding costs under \$350.00 shall be the Contractor's responsibility. If the welding cost to repair gangways exceed this amount, Contractor shall notify HRT's Project Manager.</p>
20.	<p>Page 33:</p> <p>1. In addition to on-time performance and ridership data provided on a monthly basis, the Contractor shall provide a short explanation for each of the following should it occur during the period:</p> <p>a. The number of missed trips.</p> <p><b><i>b. The number of passengers that have been left behind due to capacity/overcrowding including the dock those passengers were left at.</i></b></p> <p>Just a note ... would like to discuss a format please, for providing "...the number of passengers that have been left behind..."</p>	<p>Deviations from the Scope of Work of the RFP should be included in Volume II, Technical Proposal, Tab J.</p>
21.	<p>Page 34:</p> <p><b>11. Vessel and Docking Facility Maintenance and Cleanliness</b></p> <p>Daily Maintenance – The Contractor shall use due diligence maintaining vessels and docking facilities in a clean, orderly, and safe manner. Said maintenance excludes any structural or similar repairs not caused by the negligence of the Contractor. <b><i>The Contractor is responsible for general housekeeping and security of the vessels and immediate docking facilities as it relates to ferry service only.</i></b> The Contractor shall correct, and repair damage caused by the Contractor's employees. The Contractor shall maintain HRT supplied vessels in accordance with the section titled Vessel Maintenance.</p> <p>Would HRT elaborate on the sentence above that is highlighted in red, please?</p>	<p>Contractor should ensure that boat doors are secured on all ferries when not in service. This shall be inclusive of all docking locations, including the service dock.</p>

<p>22.</p>	<p>Also on page 34:</p> <p>Daily Maintenance – The Contractor shall use due diligence maintaining vessels and docking facilities in a clean, orderly, and safe manner. Said maintenance excludes any structural or similar repairs not caused by the negligence of the Contractor. The Contractor is responsible for general housekeeping and security of the vessels and immediate docking facilities as it relates to ferry service only. The Contractor shall correct, and repair damage caused by the Contractor’s employees. The Contractor shall maintain HRT supplied vessels in accordance with the section titled Vessel Maintenance.</p> <p><i>HRT will inspect the vessels and facilities on an ongoing basis. <b>The Contractor shall correct any non-safety related problems,</b> within twenty-four (24) hours of written notification by HRT, if problem is capable of correction within such time. If the situation is not correctable within twenty-four (24) hours, then arrangements for correction shall have commenced within said period. <b>Safety related problems or violations shall be corrected immediately,</b> and a replacement vessel placed into service.</i></p> <p><i>If the Contractor fails to correct the issue, HRT will make corrections and will charge the actual reasonable cost to the Contractor for these corrections. HRT may deduct these charges from any amount due or that may become due to the Contractor under this agreement.</i></p> <p>Would HRT clarify the sentences highlighted in red above? It seems the section is speaking of docking facilities. A floating dock could have broken loose at a connection, or a float sinking... We are not sure what issues “[the contractor shall correct within 24 hours]” and be financially liable for. Would HRT elaborate on this please?</p>	<p>This applies to items that the Contractor is responsible to repair. The floating docks are not part of this responsibility unless, through negligence, the Contractor damages the dock.</p>
------------	--	--