



**WEST BAY SANITARY DISTRICT
ADDENDUM NO. 1**

TO

REQUEST FOR QUALIFICATIONS

PROJECT #1760.0

Recycled Water Project – Sharon Heights

Design-Build (DB) Services

(Addendum Issued: April 11th, 2016)

SOQ SUBMITTAL DEADLINE:

4:00 P.M. Pacific Time, May 4, 2016

SOQ SUBMITTAL LOCATION:

Attn: Adam Slusser, Engineering Technician

West Bay Sanitary District

500 Laurel Street Menlo Park, CA 94025

This Addendum is issued to modify and revise the previously issued Request for Qualifications (RFQ) for West Bay Sanitary District PROJECT #1760.0, RECYCLED WATER PROJECT – SHARON HEIGHTS, DESIGN-BUILD (DB) SERVICES and/or given for informational purposes. This Addendum (and any subsequent Addenda) hereby forms, is incorporated into, and made a part of the RFQ. The following shall supersede, amend, add to, clarify, or subtract from those terms, conditions, and provisions shown in the original RFQ. Please attach this Addendum to the documents in your possession. Submit Statements of Qualifications (SOQ) with the understanding and full consideration of this Addendum. The revisions declared in this addendum are an essential part of the RFQ. **Per the RFQ, if an Addendum is issued, Respondent must acknowledge receipt of Addendum in the appropriate location of the Affidavit of Authenticity Form, included in Attachment B (Submittal Forms) of the RFQ. Failure to do so may subject Respondent to disqualification.**

All definitions set forth in the RFQ shall have the same meaning unless stated otherwise in this Addendum. With the exception of the items identified below, all terms, conditions, and provisions of the RFQ remain unchanged and valid. The RFQ is hereby modified and revised as follows:

Addendum Items

Addendum Item No.	RFQ Section, SOQ Page	Action
1-1	1.2 RFQ Organization, Page 2	Amend first sentence of this Section to read: “This RFQ consists of seven (7) Sections and four (4) five (5) Attachments”
1-2	2.3 Project Objectives, Page 3	Amend second bullet point in this Section to read: <ul style="list-style-type: none"> To complete all Project elements in a timely basis, allowing delivery of water to SHGCC no later than March of 2018 September of 2017.
1-3	2.4 General Concept of Design-Build Project Scope of Services, Project Element 1: Construction of Satellite Recycled Water Treatment Plant, Page 4	Amend subject paragraph to read: “The District has selected a site for the Satellite Recycled Water Facility at the SHGCC which is identified in the Facilities Plan and will be further refined in the Predesign Report, being prepared by the Owner’s Agent (which Report is estimated to be completed by July May 2016). The Satellite Recycled Water Treatment Plant (Plant) will be capable of treating 0.5 MGD, average daily flow, with maximum flowrate of 0.8 MGD in order to handle daily peak flows of wastewater available from the Oak Avenue Sewer. The water quality required from this Plant is specified in Title 22 of the California Code of Regulations as, unrestricted reuse, meeting a turbidity standard of 2 NTU and a total coliform standard of 2.2 MPN/100 ml. Further, the District has selected a treatment technology of Membrane Bioreactors, in order to comply with Title 22, create a space efficient facility which can remove nitrogen from the wastewater for optimal water quality for the Golf Course, and which can be automated for simplified remote operation. The technology is specified in the Facilities Plan around the GE LEAP model of MBR, and will be further specified in the Predesign Report, which is expected to be available July May 2016. <u>Alternative MBR technologies will be considered provided that they are equals in respect to the performance, longevity, and space constraints of the GE LEAP system, and are otherwise acceptable to the District.</u> Based on the District's Predesign and technical specifications to be included in the RFP, the DB Entity will complete the design of the Satellite Recycled Water Treatment Plant and construct the facility. The project also includes SCADA sufficient to operate and monitor the Satellite Recycled Water Treatment Facility, the Raw Wastewater Pump Station and the Raw Wastewater Force Main, and to communicate with the District’s Telemetry System.”

1-4	2.4 General Concept of Design-Build Project Scope of Services, Project Element 3: Raw Wastewater Pump Station Near Oak Avenue, Page 4	Amend subject paragraph to read: “The DB Entity shall complete the design and construct a raw wastewater pump station in the cul-de-sac adjacent to Oak Avenue and Sand Hill Road, and ancillary facilities as described in the Facilities Plan, dated August 2015 2016, and the Predesign Report, being prepared by the Owner’s Agent (which is expected to be completed by July May 2016).”
1-5	2.4 General Concept of Design-Build Project Scope of Services, Project Element 4: Raw Wastewater Force Main from Oak Avenue to Sharon Heights, Pages 4-5	Amend first paragraph to read: “The predesign team will be investigating the possibility of obtaining access to the abandoned PG&E 22-inch diameter gas main which runs under Sand Hill Road in Menlo Park, from approximately Branner Drive to the SHGCC. If that access can be obtained, the force main will be allowed to be installed inside the abandoned gas pipeline. If access cannot be obtained, the force main will need to be installed beneath the Sand Hill Road corridor within the parameters defined in the Final Facilities Plan, dated August 2015 2016 and the Predesign Report being prepared by the Owner’s Agent, and expected to be available to the DB Entity by July May, 2016. The balance of the force main will be installed beneath the Sand Hill Road corridor from approximately Oak Avenue to approximately Branner Drive in Menlo Park, San Mateo County. The DB Entity shall be responsible for completing the force main design and construction in accordance with the design and specifications described in the RFP.”
1-6	2.6 Project Schedule, Page 5	Delete this Section in its entirety and replace with the following: “ 2.6 Project Schedule. The DB Entity will be responsible for all necessary detailed engineering; construction; equipment; commissioning; and other services needed to deliver water to SHGCC by no later than March 2018 September 2017, but in no event, later than December 31, 2017. Subject to the avoidance of uncontrollable circumstances and timely negotiation of the DB Contract, the DB Entity can expect a notice to proceed in December September of 2016. ”
1-7	4.3 Procurement Schedule, Page 9	Delete this Section in its entirety and replace with Attachment 2 , “Revised Procurement Schedule,” attached to this Addendum and incorporated herein.

1-8	4.10 Contractor Registration (SB 854 Compliance) and Contractor Licensing Requirements, Pages 11-12	Delete licensing requirements list included in this Section, prior to last paragraph, and replace with the following: <ul style="list-style-type: none"> • General Engineering Contractor “A” • State Operator Certification for training and transition period, to be held by the member(s) of the Respondent’s team responsible for and designated to perform this portion of the scope • All necessary California professional engineering licenses
1-9	4.11 Costs of Preparation of Responses to District’s RFQ; Reimbursement for Proposal Submitted, Page 12	Amend this Section to read: “ No reimbursement will be provided by the District to teams submitting an SOQ. The costs and expenses associated with preparing responses to the District’s solicitation documents (including, but not limited to the RFQ and RFP) related to the Project, including, without limitation, attendance at meetings, attendance at interviews with District representatives, and preparation of all other information required pursuant to the District’s solicitations documents (including, but not limited to the RFQ and RFP) will be at the sole cost and expense of the Respondents. <u>No honorarium, stipend, or other such compensation is offered to those submitting responses to the District’s solicitation documents or participating under any phase of the selection process.</u> In no event will a Respondent have a claim against the District, its staff, or its consultants or agents for reimbursement of any such costs or expenses. Notwithstanding the foregoing, for those Shortlisted Respondents that submit a responsive Proposal and are not awarded the DB Contract, the District may (if and solely to the extent expressly provided in the RFP) partially reimburse for costs incurred in preparing a Proposal. This amount, if any, will be identified in the RFP. The District will have no further obligation to reimburse such costs. All work performed by a Shortlisted Respondent pursuant to submitting a Proposal, shall be considered works for hire and shall become the property of the District without restriction or limitation on the District’s use. Payment of any reimbursement shall be made only after receipt and approval of goods and services, and receipt of an invoice with documentation that supports the actual costs incurred.”
1-10	RFQ Cover <u>and</u> 5.1 Submittal Place and Deadline, Page 12	Amend to replace “Wednesday, April 27, 2016” with: “Wednesday, May 4, 2016”

<p>1-11</p>	<p>5.3.2 Part 1 – Respondent Profile, Insurance, Page 15</p>	<p>Amend this Section to read:</p> <p>“In SOQ Appendix A (Forms for Affirmation of Compliance), Respondent shall provide a letter or Certificate of Insurance from its insurance company stating its ability to acquire and provide minimum insurance limits as identified in Attachment C (Insurance Requirements). The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of no less than A: VII, unless otherwise acceptable to the District, and are duly licensed or authorized in California. The District (and its directors, officers, employees, and agents, and such other persons or entities as the District may require) shall be named as an additional insureds on all the policies <u>identified in Attachment C recited above (excluding Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance)</u> and shall be entitled to the fullest coverage permitting by law. Such policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance without qualification and that any insurance maintained by the District shall be in excess only and shall not be called upon to contribute with the insurance of Respondent. <u>Final requirements for all policy coverage, provider ratings, endorsements, limits, deductibles, subrogation requirements, flow-down conditions for subconsultants and subcontractors, etc., shall be identified in the District’s DB Contract.</u>”</p>
<p>1-12</p>	<p>5.3.2 Part 1 – Respondent Profile, Respondent Financial Position, Page 16</p>	<p>Amend the first paragraph of this Section to read:</p> <p>“In order to assure the District they are capable of performing the Project, Respondents must demonstrate sufficient financial strength by providing evidence of financial capability at least commensurate with the Project. Accordingly, each Respondent shall provide in <u>SOQ</u> Appendix B (Financial Statements), Respondent’s annual audited financial reports* for the three (3) most recent full financial years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. If the Respondent has been in existence less than three (3) years, the information shall be provided for the period of existence. If Respondent is a joint venture, provide annual audited financial reports for the three (3) most recent full financial years for each individual firm that is a member of the joint venture (i.e., member firm of Respondent). If any member firm of Respondent has been in existence less than three (3) years, the information shall be provided for the period of existence.</p> <p><u>*Note: Audited financial reports are preferred. However, reviewed financials prepared in accordance with GAAP and accompanied by a bank reference letter (including, but not limited to, duration of</u></p>

		<u>relationship, average annual balances, and verification of available line of credit) are an acceptable alternative to audited financials. In the event reviewed financials rather than audited financials are provided, the District may seek additional assurances of the DB team’s financial strength prior to shortlisting and/or entering into a DB Agreement.”</u>
1-13	5.3.2 Part 1 – Respondent Profile, Termination/Failure to Complete; Violations; and Convictions, Page 16-17	Amend the seventh, tenth and thirteenth bullet points in this Section to read: <ul style="list-style-type: none"> ○ Conviction of or any written accusation by a government entity against Respondent, or any member of Respondent, of violations of the federal or state False Claims Act. ... ○ <u>The licenses, registration, and credentials required to design and construct the Project, including, but not limited to, information on the r</u>Revocation or suspension (without successful appeal for reinstatement) of any <u>such</u> contractor license, <u>credential, or registration</u> held by Respondent or any member of the Respondent or any member of the proposed DB Team within the last five (5) years. ... ○ Any occasions in the last five (5) years in which the Respondent, or any member of Respondent, has been penalized or required to pay-back wages for failure to comply with the Federal Davis Bacon-prevailing wage requirements.
1-14	Attachment B (Submittal Forms) (ALL)	Delete Attachment B in its entirety and replace with the revised version of Attachment B (Submittal Forms) attached to this Addendum as <u>Attachment 3</u> , “Revised ATTACHMENT B (Submittal Forms),” and incorporated herein.
1-15	Attachment C Insurance Requirements, Page C-2	Amend second paragraph of this Section to read: “As part of the consideration of the DB Contract, and without limiting the DB Entity’s indemnification of, or liability to, the District, the DB Entity must purchase, provide and maintain at its sole cost and expense during the life of the construction of the Project, and <u>with respect to the Commercial General Liability, Contractor’s Pollution Legal Liability/Environmental Liability, and Professional Liability policies,</u> for five (5) years thereafter (or for such longer period as may be further required in the DB Contract), the following insurance coverages and provisions.”

<p>1-16</p>	<p>Attachment C Insurance Requirements, MINIMUM SCOPE AND LIMIT OF INSURANCE, Pages C-2 to C-3</p>	<p>Amend Section to read:</p> <p>“Coverage shall be at least as broad as:</p> <p>A. <u>Commercial General Liability (CGL)</u>: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, broad form property damage liability and blanket contractual liability (expressly including liability assumed under the DB Contract), and coverage for explosion, collapse, and underground damages, with limits of no less than Five Million Dollars (\$5,000,000) per occurrence/\$5,000,000 aggregate for bodily injury, personal injury and property damage <u>(with such policy to be maintained for at least five (5) years following completion and acceptance of the Project)</u>. If a general aggregate limit applies, either the aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.</p> <p>B. <u>Automobile Liability</u>: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits of no less than Five Million Dollars (\$5,000,000) combined single limit each occurrence for bodily injury and property damage including owned, non-owned and hired vehicles.</p> <p>C. <u>Workers' Compensation/Employer's Liability</u>: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self- insurance. Statutory Workers' Compensation (statutory as required by California State law) and Employers' Liability of at least Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate shall cover all Respondent/DB Entity's staff while performing any work incidental to the performance or the Project and/or the DB Contract.</p> <p>Respondent/DB Entity is required to be insured for coverage for benefits under the United States Longshoremen's and Harbor Workers' Compensation Act, and/or the Jones Act, for any work on, over, or near any navigable waters with a minimum limit of \$2,000,000 for Jones Act Coverage.</p> <p>D. <u>Contractor's Pollution Legal Liability/Environmental Liability</u>: Contractor's Pollution Legal Liability/Environmental Liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate <u>(with such policy to be maintained for at least five (5) years following completion and</u></p>
-------------	---	---

		<p><u>acceptance of the Project).</u></p> <p>E. <u>Builder’s Risk: Builder’s Risk</u> (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to Fifteen Million Dollars (\$15,000,000) or the completed value of the project and no coinsurance penalty provisions. Note: the policy provided under the DB Contract will require coverage of loss, damage, or destruction of facilities included under the work in an amount equal to the full replacement value of said facilities and personal property.</p> <p>F. <u>Professional Liability:</u> Professional Liability (Errors and Omission) Insurance appropriate to the Consultant’s (including, but not limited to, the Lead Designer’s) profession, with limit no less than Five <u>Two</u> Million Dollars (\$25,000,000) per occurrence or claim and Ten <u>Five</u> Million Dollars (\$540,000,000) aggregate to cover all services rendered by the Consultant pursuant to the DB Contract. <u>The selected DB Entity shall cause all subcontractors performing design services to procure professional liability coverage with limits to be defined in the District’s RFP. It is intended that subconsultant coverage will be commensurate with their respective area of work and participation in the Project. All policies shall be maintained for at least five (5) years following completion and acceptance of the Project.</u></p> <p>If the Respondent/DB Entity maintains higher coverage limits than the amounts shown above, then the District requires and shall be entitled to coverage for the higher coverage limits maintained by the Respondent/DB Entity. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.”</p>
1-17	Attachment C Insurance Requirements, OTHER INSURANCE PROVISIONS, Page C-3	Amend subsection 1), “Additional Insured Status,” of this Section to read: <i>“1) Additional Insured Status</i> The District, its officers, directors, officials, employees, and agents, shall be covered as additional insureds on the Commercial General Liability, <u>Contractor’s Pollution Legal Liability/Environmental Liability</u> , and the Automobile Liability policy s with respect to liability arising out of work or operations performed by or on behalf of the Respondent/DB Entity and its Lead Contractor including materials, parts, or equipment furnished in connection with such work or

		<p>operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Respondent/DB Entity and its Lead Contractor. Additional Insured coverage shall be provided in the form of an endorsement to the Respondent/DB Entity’s insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85). A copy of the endorsement evidencing that the District and its officers, directors, employees, and agents have been added as additional insureds on the policy(ies), must be attached to the certificate of insurance. Other public entities may also be added to the additional insured endorsement as applicable and the Respondent/DB Entity will be notified of such requirement(s) by the District.”</p>
--	--	--

Pre-SOQ Meeting and Post Meeting Question Responses

In accordance with the RFQ, the District held a pre-submittal meeting for those interested in responding to the RFQ on March 16, 2016. Answers to questions received at that meeting are include in **Attachment 1** to this Addendum and incorporated herein. In addition, the District received questions subsequent to that Pre-SOQ Meeting. Answers to those questions are also included in **Attachment 1** to this Addendum and incorporated herein. The responses documented in **Attachment 1** to this Addendum qualify or amend the RFQ as specified therein. Per the RFQ, remarks and explanations provided at the meeting shall not qualify or amend the terms of the RFQ unless confirmed by the District in writing by addenda.

ATTACHMENTS

- ATTACHMENT 1 – Pre-SOQ Question Responses
- ATTACHMENT 2 – Revised Procurement Schedule
- ATTACHMENT 3 – Revised ATTACHMENT B (Submittal Forms)



WEST BAY SANITARY DISTRICT

ADDENDUM NO. 1

TO

REQUEST FOR QUALIFICATIONS

PROJECT #1760.0

Recycled Water Project – Sharon Heights

Design-Build (DB) Services

(Addendum Issued: April 11th, 2016)



ATTACHMENT 1

Pre-SOQ Question Responses

March 16, 2016 Meeting Questions and Answers:

1) What is the level of design at this point?

- The current status of the design is illustrated in the Recycled Water Facilities Plan (RMC, August 2015). The current level of design is no greater than 5%.

2) Will the project be prescriptive for specifications and equipment?

- In certain areas, the Project may be prescriptive for equipment and materials (including, without limitation, technical specifications) as required to meet District and other stakeholder standards and/or provide an end product that will meet operational and permitting requirements. However, to afford flexibility for DB teams, the District will endeavor to keep the Project as open to innovation as possible, including, without limitation, pre-packaged and customized treatment units that are able to meet the site/space constraints, architectural requirements and operational/maintenance objectives of the Project. Moreover, with respect to the MBR technologies, while the GE LEAP model of MBR is preferred, alternative MBR technologies will also be considered provided that they are equals with respect to the performance, longevity, and space constraints of the GE LEAP system, and are otherwise acceptable to the District.

3) What is the status of the RFP? Is there a rough draft?

- There is no draft RFP available; the RFP is in the early stages of development.

4) What is “best value” criteria in preparation for RFP submittal(s)?

- “Best value” will be determined in accordance with California Public Contract Code Sections 22160-22169 and further defined in the RFP. In general, various objective criteria, such as technical, design, management, experience, past performance and other non-cost/price

qualitative factors will be considered and evaluated along-side cost proposals (including, price and life-cycle costs) to ensure the District's interests and the objectives of the Project are met and to maximize the likelihood of the District's long term satisfaction with the delivered design-build services. Cost/price will be one of the evaluation criterion.

- 5) **How long (duration) will DB team be responsible for O&M?**
 - The DB Contract will not be a design-build-operate contract and the Project documents will not require long-term operations for the Project. However, the DB Contract will include operations during a training/transition period, pursuant to which the DB team will be responsible for O&M for six months.
- 6) **To what extent will the DB team be responsible for the grounds surrounding the newly constructed WWTP facilities building?**
 - DB teams should anticipate that landscaping may be included in the scope presented in the RFP and included in the ultimate DB Contract, though the majority of this area is planned to be hardscaped (paving or sidewalk). Existing property, improvements and landscaping to be protected and preserved and associated responsibilities will be further defined in the RFP and ultimate DB Contract.
- 7) **With regards to the pump station and its location, what is the current and on-going status of adjacent neighborhood outreach?**
 - The community has been made aware of the Project through the development of the environmental documentation (an adopted Mitigated Negative Declaration), however the District intends to further this outreach throughout the development of the preliminary design. As such, the District intends to conduct more direct public outreach in the coming months.
- 8) **How many DB teams will be included in the shortlist selection?**
 - It is anticipated that 2-4 teams will be included in the shortlist selection.
- 9) **Audited vs. reviewed financials?**
 - Audited financials are preferred. Reviewed financials prepared in accordance with Generally Accepted Accounting Principles (GAAP) and accompanied by a bank reference letter (including, but not limited to, duration of relationship, average annual balances, and verification of available line of credit) are an acceptable alternative to audited financials. In the event reviewed financials rather than audited financials are provided, the District may seek additional assurances of the DB team's financial strength prior to shortlisting and/or entering into a DB Contract.

Post Meeting Questions

10) *[Note: Question No. 10 was asked subsequent to the Pre-SOQ Meeting]*

In reading the requirement for a letter from the surety at bottom of page 14 of 26, it references "SOQ Appendix A". I couldn't find that document. Is there a format of letter that you need completed from the surety?

- There is not a required format for SOQ Appendices. In particular, there is no mandated form for the surety/bonding capacity letter specified in Section 5.3.2 of the RFQ. The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ.

It is the Respondent's responsibility to include information in its SOQ to present all relevant qualifications and other materials. In the case of Bonding Capacity, the minimum letter requirements are set forth in Section 5.3.2, on Page 14, of the RFQ. As provided therein, such letter must be notarized and included in the SOQ as part of Appendix A (Forms for Affirmation of Compliance), along with other information affirming compliance, including, but not limited to organizational documents, the completed affidavit of authenticity form, the completed prequalification form, evidence of insurance, copies of required licenses, etc. With respect to content, as indicated in Section 5.3.2, at Page 14, the letter must state Respondent's total bonding limit and current amount of outstanding bonds, and verify the Respondent has a minimum bonding capacity of approximately \$15 million available for the Project for each 1) performance, and 2) payment bonds.



**WEST BAY SANITARY DISTRICT
ADDENDUM NO. 1**

TO

REQUEST FOR QUALIFICATIONS

PROJECT #1760.0

Recycled Water Project – Sharon Heights

Design-Build (DB) Services

(Addendum Issued: April 11th, 2016)

ATTACHMENT 2

Revised Procurement Schedule

Section 4.3, “Procurement Schedule,” of the West Bay Sanitary District Request for Qualifications, Project # 1760.0, Recycled Water Project – Sharon Heights, Design-Build (DB) Services, is deleted in its entirety and superseded and replaced by the following. Changed dates are highlighted.

Section 4.3 Procurement Schedule

The following table is a summary of the anticipated timeline for the events in the RFQ and RFP process (all of which are subject to change at the District’s sole discretion):

RFQ Process	Due Date	Due Time (all Pacific)
Issue RFQ	February 26, 2016	N/A
Pre-SOQ Meeting (non-mandatory)	March 16, 2016	10:00 a.m.
SOQ Submittal Deadline	May 4, 2016	4:00 p.m.
Shortlist Notification	May 25, 2016	5:00 p.m.

RFP Process	Approximate Date	Due Time (all Pacific)
Board Approval of Shortlist; RFP and Draft DB Contract Issued to Shortlisted Respondents	July 6, 2016	TBD
Pre-Proposal Meetings	TBD	TBD
Proposal Submittal Deadline	September 6, 2016	4:00 p.m.
Interviews	TBD	TBD
Selection of Successful Shortlisted Respondent	October 2016	TBD
DB Contract Negotiations Complete	November 2016	TBD
District Council Approval and DB Contract Award	December 2016	TBD
Notice to Proceed	December 2016	TBD



**WEST BAY SANITARY DISTRICT
ADDENDUM NO. 1**



**TO
REQUEST FOR QUALIFICATIONS
PROJECT #1760.0
Recycled Water Project – Sharon Heights
Design-Build (DB) Services
(Addendum Issued: April 11th, 2016)**

ATTACHMENT 3

**Revised ATTACHMENT B
(Submittal Forms)**

ATTACHMENT B (Rev.)

SUBMITTAL FORMS

- 1. Affidavit of Authenticity Form**
- 2. Prequalification Form**
- 3. Project Reference Form**
- 4. Financial Data Form**
- 5. Bank Credit Reference Form**
- 6. Non-Collusion Declaration Form**
- 7. Nondiscrimination Employment Certification**
- 8. Certification Regarding Debarment**
- 9. Skilled Workforce Commitment**
- 10. Acknowledgement of District Design-Build Contracts – Conflict of Interest Policy**

1. AFFIDAVIT OF AUTHENTICITY FORM

The following affidavit shall be executed, notarized, and submitted for each legal entity that is a member of the Respondent as identified in the Statement of Qualifications (SOQ).

State of California

County of San Mateo

Before me, the undersigned authority, personally appeared _____, who, having been by me duly sworn, made the following statement:

"I am authorized to make this affidavit on behalf of _____, a participating legal entity in the attached SOQ dated _____, 2016, and submitted in response to Request for Qualifications (RFQ) issued by the West Bay Sanitary District for the Recycled Water Project – Sharon Heights – Design Build (DB) Services, Project # _____ and associated DB Contract. All information pertaining to _____ and provided in the attached SOQ is to the best of my knowledge, true and correct and if called upon to testify, I could testify competently thereto.

I acknowledge receipt of the Addenda to this RFQ by identifying the following Addenda numbers and dates of receipt (if any): _____

(Signature)

(Printed Name)

(Date)

(Design-Build Entity Member)

2. PREQUALIFICATION FORM

Name of Respondent (Legal Business Name): _____

Authorized Representative Contact Name (s): _____

Authorized Representative (s) Telephone #(s): _____

Authorized Representative Email Address(es): _____

Respondent is - Check the applicable organization:

Corporation ____, Partnership ____, Joint-Venture ____, Sole Proprietor ____, Other ____

Date of Incorporation, Formation or Organization: _____

State formed in: _____

If Respondent is a corporation, LLC, partnership, joint venture or other legal entity: Provide a copy of the organizational documents or agreement committing to form the organization and a list of all of the shareholders, partners, or members known at the time of SOQ submission who will perform work on the Project.

A. RESPONDENT'S TEAM

For each Team member identified below, attach a brief summary of the services and responsibilities of each Team member, limited to one page in length for each entity.

Design-Build (DB) Entity

Item	Primary Contact	License No.	DIR Reg. No.
Name/Firm/Address:			
Phone No.:	E-mail:		

Form of business (corporation, LLC, partnership, join venture, other): _____

State formed in (or to be formed in): _____

Date of entity formation or incorporation: _____

Number of years in business under current business name: _____

If DB Entity is a corporation, provide the following information as of the date of issuance of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock:

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

If DB Entity is a sole proprietorship, complete the following:

Owner	Years as Owner

If DB Entity is a joint venture, partnership, or other legal entity (other than a corporation), provide all the following information as of the date of issuance of this RFQ for each member of the joint venture, each partner, or each other legal entity member who own 10% or more of the firm (attach additional pages if necessary):

Name of Individual or Entity	Principal Contact	Position	Years with JV/Partnership/Association	% Ownership Interest

Lead Designer

Item	Primary Contact	License No.
Name/Firm/Address:		
Phone No.:	E-mail:	

Form of business (corporation, LLC, partnership, join venture, other): _____
 State formed in: _____
 Date of entity formation or incorporation: _____
 Number of years in business under current business name: _____

If Lead Designer is a corporation, provide the following information as of the date of issuance of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock:

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

If Lead Designer is a sole proprietorship, complete the following:

Owner	Years as Owner

If Lead Designer is a joint venture, partnership, or other legal entity (other than a corporation), provide all the following information as of the date of issuance of this RFQ for each member of the joint venture, each partner, or each other legal entity member who own 10% or more of the firm (attach additional pages if necessary):

Name of Individual or Entity	Principal Contact	Position	Years with JV/Partnership/Association	% Ownership Interest

Lead Contractor

Item	Primary Contact	License No.	DIR Reg. No.
Name/Firm/Address:			
Phone No.:	E-mail:		

Form of business (corporation, LLC, partnership, join venture, other): _____
 State formed in: _____
 Date of entity formation or incorporation: _____
 Number of years in business under current business name: _____

If Lead Contractor is a corporation, provide the following information as of the date of issuance of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock:

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

If Lead Contractor is a sole proprietorship, complete the following:

Owner	Years as Owner

If Lead Contractor is a joint venture, partnership, or other legal entity (other than a corporation), provide all the following information as of the date of issuance of this RFQ for each member of the joint venture, each partner, or each other legal entity member who own 10% or more of the firm (attach additional pages if necessary):

Name of Individual or Entity	Principal Contact	Position	Years with JV/Partnership/Association	% Ownership Interest

B. RESPONSIBILITY REQUIREMENTS

Respondent will be immediately disqualified if the answer to any of questions 1 through 13 is “No.”

1. Does the Respondent’s Lead Contractor possess, or is able to obtain, a valid and current California’s Contractor’s license for the work proposed?
 Yes No

If yes, provide copy of current and valid State of California Certified General Contractor license, or provide description of the means in which Respondent will obtain license prior to award of DB Contract, pursuant to Section 5.3.2 of RFQ.

2. Does the Respondent’s Lead Designer possess, or is able to obtain, a valid and current California Professional Engineer’s license for the work proposed?
 Yes No

If yes, provide copy of current and valid State of California Professional Engineers license, or provide description of the means in which Respondent will obtain license prior to award of DB Contract, pursuant to Section 5.3.2 of RFQ.

3. Does the Respondent have, or is able to acquire, a current Commercial General Liability (CGL) insurance policy with a policy limit of at least \$5,000,000 per occurrence and \$10,000,000 aggregate from a California admitted insurance company?
 Yes No

If yes, provide letter of Certificate of Insurance from insurance company as described in the Section 5.3.2 of the RFQ.

4. Does the Respondent have, or is able to acquire, a current Automobile Liability insurance policy with a policy limit of at least \$5,000,000 per occurrence and \$10,000,000 aggregate from a California admitted insurance company?
 Yes No

If yes, provide letter of Certificate of Insurance from insurance company as described in the Section 5.3.2 of the RFQ.

5. Does the Respondent and the Lead Designer **(if separate from Respondent)** have, or are able to acquire, a current Professional Liability/Errors and Omissions insurance policy with a policy limit of at least \$25,000,000 per occurrence and \$540,000,000 aggregate from a California admitted insurance company that provides coverage for work on a design-build contract?
- Yes No

If yes, provide letter of Certificate of Insurance from insurance company as described in the Section 5.3.2 of the RFQ.

6. Does Respondent have, or is able to acquire, current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.?
- Yes No Contractor has no employees

If yes, provide letter of Certificate of Insurance from insurance company as described in the Section 5.3.2 of the RFQ.

7. Does Respondent have, or is able to acquire, a current Employer's Liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 aggregate from a California admitted insurance company?
- Yes No

If yes, provide letter of Certificate of Insurance from insurance company as described in the Section 5.3.2 of the RFQ.

8. Does the Respondent have, or is able to acquire, a current Pollution Legal Liability/Environmental Liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 aggregate from a California admitted insurance company?
- Yes No

If yes, provide letter of Certificate of Insurance from insurance company as described in the Section 5.3.2 of the RFQ.

9. Is the Respondent able to acquire a Builder's Risk insurance policy with a policy limit of at least \$15,000,000?
- Yes No

If yes, provide letter of Certificate of Insurance from insurance company as described in the Section 5.3.2 of the RFQ.

10. Refer to Section 5.3.2 of this RFQ regarding insurance requirements for this Project. Is the Respondent able to obtain (or has) insurance in forms and minimum limits stated in Attachment C (Insurance Requirements)?
- Yes No

If yes, provide letter of Certificate of Insurance from insurance company as described in the

Section 5.3.2 of the RFQ, stating that the Respondent is able to obtain or has insurance in the forms and with at least the minimum limits stated in Attachment C (Insurance Requirements) for this Project.

11. Has Respondent attached a notarized letter from its surety (or sureties) duly licensed to do business in the State of California and listed in the U.S. Department of Treasury Circular 570, and having a financial rating from A.M. Best & Co. rating of at least “Excellent”, which indicates the Respondent’s total bonding limit and current amount of outstanding bonds and states that Respondent’s current bonding capacity is sufficient for the Project (\$15 million)?
Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

12. Has the Respondent, or Respondent’s member firms in a joint venture, provided **(a)** annual audited financial reports for the three (3) most recent full financial years, prepared in accordance with Generally Accepted Accounting Principles **OR (b) annual reviewed financials for the three (3) most recent full financial years, prepared in accordance with GAAP and accompanied by a bank reference letter (including, but not limited to, duration of relationship, average annual balances, and verification of available line of credit)** (An audited financial statement with accompanying notes of a parent company guarantor may be substituted. ~~A financial statement that is not audited is not acceptable.~~ A letter verifying availability of a line of credit is not a substitute for the required financial statement. If the Respondent has been in existence less than three [3] years, the information shall be provided for the period of existence.)?
Yes No

13. Does the Respondent and Respondent member firms have a combined positive net worth as demonstrated by completed Financial Data Form?
Yes No

NOTE: Respondent will be immediately disqualified if the answer to any of questions 14 through 159 is “Yes .”

14. Has any contractor license held by the Respondent, ~~or~~ any member of the Respondent or any member of the proposed DB Team been revoked or suspended without a successful appeal for reinstatement within the last five (5) years?
 Yes No
15. ~~Has a surety firm completed a contract or paid for completion of a contract on behalf of Respondent or any Respondent member firms' behalf because Respondent, or member firm of Respondent, was terminated for default by the project owner within the last five (5) years?~~
 Yes ~~_____~~ No
16. ~~Has any bid, performance or payment bond been called on any project on behalf of Respondent, or any member firm of Respondent within the last five (5) years?~~
 Yes ~~_____~~ No
157. At the time of submitting this form, is Respondent, or any member firm of Respondent, ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No
18. ~~At any time during the last five (5) years, has any Respondent firm member, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a public agency construction project, or the bidding or performance of a public agency contract?~~
 Yes ~~_____~~ No
19. ~~At any time during the last five (5) years, has any Respondent firm member, or any of its owners or officers been convicted of any federal, state or local crime involving fraud, theft, or any other act of dishonesty?~~
 Yes ~~_____~~ No

Note: Failure to provide an explanation for a “yes” answer to Questions 1620 through 30 may result in immediate disqualification.

16. Has any professional license, registration, or credential held by the Respondent, any member of the Respondent, or any member of the proposed DB Team been revoked or suspended without a successful appeal for reinstatement within the last five (5) years?

Yes No

If “yes,” explain on a separate page. State the name of the member whose professional license, registration or credential was revoked or suspended, the year of the revocation or suspension, the type and number of the license, registration or credential, a brief description of the circumstances surrounding and the grounds for revocation or suspension, and the current status of the license, registration, or credential.

17. Has a surety firm completed a contract or paid for completion of a contract on behalf of

Respondent or any Respondent member firms' behalf because Respondent, or member firm of Respondent, was terminated for default by the project owner within the last five (5) years?

Yes No

If "yes," explain on a separate page, including identifying the year of the event, the name of the surety, the name of the insured, the project name, the project owner, and a brief description of the default and/or circumstances surrounding the termination.

18. Has any bid, performance or payment bond been called on any project on behalf of Respondent, or any member firm of Respondent within the last five (5) years?

Yes No

If "yes," explain on a separate page, including identifying the year of the event, the project name, the project owner, the bonding company, the amount of the bond, and a brief description of the surrounding circumstances.

19. At any time during the last five (5) years, has any Respondent firm member, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a public agency construction project, or the bidding performance on a public agency contract?

Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the public agency, the date of the conviction, the court and case number, the crime(s), and the grounds for conviction.

20. At any time during the last five (5) years, has any Respondent firm member, or any of its owners or officers been convicted of any federal, state or local crime involving fraud, theft, or any other act of dishonesty?

Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crime(s), and the grounds for conviction.

210. Has Respondent, or any member of Respondent, been debarred, disqualified, removed or prevented from bidding on, or completing, any public works project for any reason?

Yes No

If "yes," explain on a separate page. State the name of the organization debarred, disqualified, removed or prevented from bidding on, or completing the project; the name of the person within the firm who was associated with that organization, the year of the event, the owner of the project, and the basis of the action.

221. Has Respondent or any member of Respondent, ever been convicted, found guilty in a criminal action, or found liable in a civil suit for any violation of the federal or state False Claims Acts?

Yes No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the

court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

232. At any time during the last five (5) years, has CA OSHA or any other state OSHA agency cited and assessed penalties against Respondent or any member of Respondent, for any “serious,” “willful” or “repeat” violations of its safety or health regulations?

Yes No

If “yes,” explain on a separate page, describing all citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and the amount of the penalty paid, if any. If any citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision. Note: “serious,” “willful” or “repeat violations may deem the Respondent disqualified.

243. At any time during the last five (5) years, has the Federal Occupational Safety and Health Administration cited and assessed penalties against Respondent or any member of Respondent?

Yes No

If “yes,” explain on a separate page, describing the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State case number and date of any decision.

254. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the Respondent (or any member of Respondent) or the owner of a project on which the preceding parties were performing on a contract in the past five (5) years?

Yes No

NOTE: If an appeal of a citation has been filed and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, you need not include information about the citation.

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

265. In the last five (5) years, has Respondent, or any member of Respondent, been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If “yes,” explain on a separate page. Identify the year of the event, the owner, the project, the amount of the penalty(ies) and the basis for the finding by the public agency.

276. In the last five (5) years, has Respondent, or any member of Respondent, been penalized or required to pay back wages for failure to comply with the state prevailing wage laws and

requirements?

Yes No

If “yes,” explain on a separate page. Identify the year of the event, the owner, the project, the amount of the penalty(ies) and the basis for the finding by the public agency.

287. In the last five (5) years, has Respondent, or any member of Respondent, been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If “yes,” explain on a separate page. Identify the year of the event, the owner, the project, the amount of the penalty(ies) and the basis for the finding by the public agency. Attach a copy of the final decision.

298. In the last five (5) years, has Respondent, or any member of Respondent, been assessed and paid liquidated damages of more than \$50,000 on a construction contract with either a public or private owner?

Yes No

If “yes,” explain on a separate page. Identify all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages..

3029. Has Respondent or any member of Respondent ever defaulted on a public works contract?

Yes No

If “yes,” explain on a separate page.

C. CLAIMS, ARBITRATION, AND LITIGATION

Provide information and details below for any construction or design claim, arbitration or litigation with alleged damages totaling more than two hundred and fifty thousand dollars (\$250,000) or five (5) percent of the annual value of work performed, whichever is less, pending or settled against any member of the Respondent or Respondent member firms in the last five (5) years. **Note: you need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.**

PROJECT:

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

PROJECT:

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

PROJECT: _____

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

ATTACH ADDITIONAL SHEETS AS NEEDED.

Provide information and details below for any construction or design claim, arbitration or litigation brought by Respondent, or any member firms of Respondent, with alleged damages totaling more than two hundred and fifty thousand dollars (\$250,000) or five (5) percent of the annual value of work performed, whichever is less, pending or settled against a project owner in the last five (5) years. **Note:** you need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.

PROJECT:

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

PROJECT:

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

PROJECT: _____

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

ATTACH ADDITIONAL SHEETS AS NEEDED.

Provide information and details below for all settled adverse claims, arbitrations, or litigation between the owner of a public works project and Respondent or Respondent member firms in the last five (5) years, in which the settlement or judgment exceeded one hundred thousand dollars (\$100,000). **Note: you need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.**

PROJECT:

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

PROJECT:

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

PROJECT: _____

Location:

Amount of Claim: \$ _____ Resolution Yes No Date:

Nature of Claim:

Final Status:

ATTACH ADDITIONAL SHEETS AS NEEDED.

BANKRUPTCY INFORMATION

A. Is Respondent (or any member of Respondent) currently the debtor in a bankruptcy case?

Yes No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

B. Was Respondent (or any member of Respondent) in bankruptcy at any time during the last five (5) years?

Yes No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

D. RESPONDENT CERTIFICATION

The following certification must be signed by an owner, general partner, or officer of Respondent:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE COMPLETED STATEMENT OF QUALIFICATIONS FORM AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID STATEMENT OF QUALIFICATIONS FORM AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT WEST BAY SANITARY DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTAL OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Executed on the date indicated below, at the location indicated below.

Location: _____

Respondent: _____

(Company Name)

By: _____ Date: _____

(Signature)

(Printed name of signor)

(Title of signor)

3. PROJECT REFERENCE FORM

Complete the following form for each representative project. A minimum of two (2) reference projects each must be provided for the Lead Designer and Lead Contractor (or a total of 4 if Lead Designer and Lead Contractor are same entity). A maximum of a total of ten (10) Reference Projects may be submitted. Completed Project Reference Forms should be included in Appendix D (Project Reference Forms) of Respondent SOQ.

Firm and Project Team Role:
Owner Name and Location:
Period of Performance (Contract Start and End Dates):
Contract Value:
Summary of Work Performed (including delivery method used: DB, DBOT, etc.):
Description of Whether Schedule and Budget were Met:
Key Personnel Involved in Project (and Roles of Key Personnel):
Reference(s) (Name, Title, Address, Phone):

4. FINANCIAL DATA FORM

Company Name: _____

Project Proposed Role: _____

Year:	2014	2013	2012
A. Operating Revenues			
B. Operating Expense (not including Depreciation and Amortization)			
C. Depreciation and Amortization			
D. Operating Income (A-B-C)			
E. Net Income			
F. Total Assets			
G. Current Assets			
H. Total Liabilities			
I. Current Liabilities			
J. Net Worth (Equity) (F-H)			
K. Market Price per Share (as of 12/31)			
L. No. of Outstanding Shares (as of 12/31)			

Credit Rating Summary:

	Moody's	Standard & Poors	Fitch	Other
1.				
2.				
3.				
4.				
5.				
6.				

5. BANK CREDIT REFERENCE FORM

Please provide the following information for the Respondent members. Sign and date the form.

Bank Reference for ("Company"): _____

Name of Banking Organization: _____

Address: _____

Contact Individual: _____

Phone No.: _____ Fax No.: _____

Email: _____

Please answer the following questions:

1. Has your organization extended credit to the Respondent in the past 5 years? Yes No
2. Has the Respondent ever defaulted on a loan with your institution? Yes No
3. Has the Respondent's credit history included any instances of delinquent payments? Yes No
4. To your knowledge, has the Respondent ever filed for bankruptcy or been involved in any bankruptcy proceedings? Yes No
5. To your knowledge, have any of the corporate officers of the Respondent ever been in default on a loan? YesNo
6. To your knowledge, has any creditor ever filed any criminal charges against the Respondent? Yes No
7. Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution.
8. Overall, how would you rank the financial stability or credit worthiness of the Respondent (e.g., excellent, good, satisfactory, poor)?

Name: _____

Signature: _____

Title: _____

Date: _____

6. NON-COLLUSION DECLARATION FORM

NON-COLLUSION DECLARATION TO BE EXECUTED BY RESPONDENT (Respondent), LEGALLY NOTARIZED AND SUBMITTED WITH STATEMENT OF QUALIFICATION

The undersigned declares:

I am _____ [Insert Name], the
_____ [Insert Title]
of _____ [Insert name of
company, corporation, LLC, partnership or joint venture], the party making the foregoing Statement
of Qualification (SOQ).

The SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The SOQ is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham SOQ. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham SOQ, or to refrain from responding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent. All statements contained in the SOQ are true. The Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____
_____ [location], _____ [State].

By: _____

Name: _____

Title: _____

**NON-COLLUSION DECLARATION Cont.
NOTARY SEAL**

State of California)
) ss.
County of _____)

On _____ before me, _____,
Date Name and Title of the Officer

Notary Public, personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(notary seal or stamp)

Notary's Signature

7. CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the West Bay Sanitary District ("District") and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the District for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Respondent's obligation for nondiscriminatory employment is as follows:

1. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Respondent will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District setting forth the provisions of this nondiscrimination clause.
2. The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Respondent will send to each labor union or representative of workers, with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the District advising the said labor union or workers' representative of the Respondent's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for

employment.

4. The Respondent will permit access to his/her/its records of employment, employment advertisements, application forms, and other pertinent data and records by the District, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the District for the purposes of investigation to ascertain compliance with the Respondent's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the District as a basis for determining that as to future contracts for which the Respondent may submit bids, the Respondent is a "disqualified bidder" for being "nonresponsible". The District shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Respondent has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the District shall notify the Respondent that unless he/she/it demonstrates to the satisfaction of the District within a stated period that the violation has been corrected, he/she/it shall be declared a "disqualified bidder" until such time as the Respondent can demonstrate that he/she/it has implemented remedial measures, satisfactory to the District, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any District contract, the District Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the District Administrator shall request the District Board to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Respondent agrees that, should the District Board determine after a public hearing duly noticed to the Respondent that the Respondent has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the District may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Respondent shall, as a penalty to the District, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Respondent. The District may deduct any such penalties from any moneys due the Respondent from the District.

7. The Respondent certifies to the District that he/she/it has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the District:

- a. The Respondent shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
 - b. The Respondent shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
 - c. The Respondent shall file a basic compliance report as required by the District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d. The Respondent shall notify the District of opposition to the nondiscrimination provision by individuals, firms, or organizations during the period of this contract.
8. Nothing contained in this Respondent's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the District from pursuing any other remedies that may be available at law.
9. The Respondent certifies to the District that he/she/it will comply with the following requirements with regard to all subcontractors and suppliers:
- a. In the performance of the work under this contract, the Respondent will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
 - b. Respondent will take such action with respect to any subcontract or purchase order as the District may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Respondent becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the District, the Respondent may request the District to enter into such litigation to protect the interests of the District.

I declare under penalty of perjury that the foregoing is true and correct.

(Date and Place)	(Signature)
(Name of Respondent)	

**8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

This certification must be completed for your SOQ to be considered.

- 1.) The undersigned certifies, to the best of his or her knowledge and belief, that:
The Respondent and/or any of its Principals, contractors, subcontractors and sub recipients are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of or voluntarily excluded from participating in contracts by any Federal agency and are not presently on the Excluded Parties List System (EPLS) or being considered for the EPLS;
- 2.) “Principals,” for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; head of a subsidiary, division, or business segment, and similar position);
- 3.) The Respondent also certifies that if awarded a contract it shall provide immediate written notice to the District if, at any time, the Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 4.) A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Respondent’s responsibility. Failure of the Respondent to furnish a certification or provide such additional information as requested by District may render the Respondent non-responsive;
- 5.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Respondent is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6.) The certification of this provision is a material representation of fact upon which reliance was placed when qualifying respondents and making award. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the District may terminate the contract resulting from this solicitation for default and pursue any other available legal remedies.

By signing below, I declare under penalties of perjury that the forgoing certifications and assurances, and any other statements made by me are true and correct.

Name (Typed): _____ Signature: _____

Title: _____ Date: _____

Name of Company: _____ Project No. : _____

West Bay Sanitary District

9. SKILLED WORKFORCE COMMITMENT

This commitment must be completed for your SOQ to be considered.

Respondent, _____ [INSERT ENTITY/FIRM NAME] (“Respondent”), hereby certifies that Respondent and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades. These mandatory requirements are described in Section 22160 *et seq.*, and specifically Section 22164 (c) of the California Public Contract Code. The commitment and certification contained herein is a material representation of fact upon which reliance will be placed when making award.

By signing below, I declare under penalty of perjury that the forgoing certifications and assurances, and any other statements made by me are true and correct.

Name (typed): _____

Signature: _____

Title: _____

Date: _____

Name of Company: _____

Project No.: _____

West Bay Sanitary District

10. ACKNOWLEDGEMENT OF DISTRICT'S DESIGN-BUILD CONTRACTS - CONFLICT OF INTEREST POLICY

Respondent hereby acknowledges receipt of the West Bay Sanitary District's Design-Build Contracts – Conflict of Interest Policy (“COI Policy”) (which COI Policy is available at the District office and on District Website) and represents and warrants that it will fully abide by and comply with such COI Policy. Such COI Policy mandates, in pertinent part, that consultants, contractors, and engineers who may have potential conflicts of interest in relation to the Project and wish to participate as a Respondent or join a design-build team must:

1. Conform to federal, state and local conflict of interest rules and regulations.
2. Disclose all relevant facts relating to past, present or planned interest(s) of the Respondent's team (including, without limitation, the Respondent, Respondent's proposed consultants, and subconsultants and or subcontractors and their respective chief executives, directors and Key Personnel) which may result in, or could be viewed as, an organizational conflict of interest in connection with any design-build procurement including, but not limited to, present or planned contractual or employment relationships with any current employee of the District.
3. Disclose in the response documents to a design-build RFQ and RFP, all of the work performed in relation to the Project.
4. Provide ALL records of such work performed for the District so that all information can be evaluated and made available to all potential design-build teams, if necessary.
5. Ensure that the consultant, engineer and/or contractor's contract with any other entity, or stakeholder in the Project, to perform services related to the Project has expired or has been terminated.
6. In cases where consultants on different consultant teams belong to the same parent company, each consultant shall describe how the subconsultants and or subcontractors would avoid conflicts through the qualification and bid phases of the Project.

Name (typed): _____

Signature: _____

Title: _____

Date: _____

Name of Company: _____

Project No.: _____

West Bay Sanitary District

(THIS PAGE LEFT IN FOR FORMATTING; DELETE IN FINAL PDF OF ADDENDUM ATTACHMENT)