

WEST BAY SANITARY DISTRICT

REQUEST FOR QUALIFICATIONS

Project #1763.0

**Bayfront Recycled Water Facility Project
Design-Build (DB) Services**

**SOQ SUBMITTAL DEADLINE:
2:00 P.M. Pacific Time, Thursday, October 19, 2023**

SOQ SUBMITTAL LOCATION:

**Attn: Sergio Ramirez
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025**

West Bay Sanitary District

TABLE OF CONTENTS

1.	Section 1 - Background	1
1.1	Introduction.....	1
1.2	RFQ Organization.....	2
2.	Section 2 - Project Overview	3
2.1	Project Background.....	3
2.2	District Owner's Advisor	3
2.3	Project Objectives	3
2.4	Project Scope of Services.....	3
2.5	Project Estimate and Funding	7
2.6	Project Schedule.....	7
2.7	Business Terms and Conditions.....	7
3.	Section 3 – Design-Build Services	8
3.1	General	8
3.2	Roles and Responsibilities	8
4.	Section 4 - Procurement Process	10
4.1	Communication and District Contact	10
4.2	Procurement Process	10
4.3	Procurement Schedule	11
4.4	Pre-SOQ Meeting.....	12
4.5	Withdrawal of SOQs.....	12
4.6	Validity of SOQ.....	12
4.7	Addenda	12
4.8	Business Licensing Requirements	12
4.9	Designer Licensing Requirements	13
4.10	Contractor Registration Requirements.....	13
4.11	Reimbursement for Proposal Submitted.....	14
5.	Section 5 - SOQ Submittal Requirements	15
5.1	Submittal Place and Deadline	15
5.2	Submittal Format.....	15
5.3	Submittal Content.....	15
5.3.1	Transmittal Letter	16
5.3.2	Part 1 - Respondent Profile	16
5.3.3	Part 2 - Project Team	20
5.3.4	Part 3 - Experience.....	22
5.3.5	Part 4 – Safety Record.....	23
5.3.6	Part 5 – Project Approach	24
6.	Section 6 – SOQ Evaluation and Shortlist Selection.....	25
6.1	General	25
6.2	Responsiveness Requirements	25
6.3	Responsibility Requirements	25
6.4	Comparative Evaluation Criteria.....	26
6.5	Evaluation of Criteria	27
6.6	Selection of Shortlist.....	27
7.	Section 7 - Conditions for Respondents	28
7.1	District Authority	28
7.2	Conflict of Interest	28

West Bay Sanitary District

7.3	Liability	29
7.4	Rights of the District	29
7.5	Public Record	30
7.6	Obligations to Keep Project Team Intact.....	30
7.7	Equal Opportunity.....	31
7.8	Appeal.....	31
7.8.1	General	31
7.8.2	RFQ Content Appeal	31
7.8.3	Other Appeals.....	32
7.9	Use of Information.....	32
7.10	Prevailing Wage.....	32
7.11	Laws Governing Contract.....	32
7.12	Adherence to All Local, State, and Federal Laws and Requirements	32

Attachments

Attachment A – Definition of Terms

Attachment B – Submittal Forms

Attachment C – Insurance Requirements

Attachment D – Evaluation Panel Acknowledgement Form (For Information Purposes Only – No Respondent Action Required)

West Bay Sanitary District

1. Section 1 - Background

1.1 Introduction

The West Bay Sanitary District (District) is requesting competitive proposals for design-build services to design and construct the Bayfront Recycled Water Facility Project (Project) at the District's decommissioned Bayfront Wastewater Treatment Plant (WWTP) site in Menlo Park, San Mateo County, California. The District's competitive selection process will proceed in the following general steps:

1. The qualification phase of the design-build entities, which generates a shortlist of Respondents.
2. The technical proposal from the Shortlist. Only those Respondents that are selected at Step 1 will be allowed to participate in Step 2.

This procurement is structured to comply with the requirements of California Public Contract Code Section 22160 et seq., as well as other applicable law for procurement and execution of design-build projects by public agencies operating water recycling facilities and/or wastewater facilities.

This Request for Qualifications (RFQ) invites those design-build entities interested in responding to this RFQ (Respondents) to submit statements of qualifications (SOQs) associated with providing integrated design-build services to the District for the Project. The anticipated scope of services is described in Section 2 of this RFQ.

The SOQs will be reviewed and evaluated and professionals meeting the District's qualifications will be screened to generate a shortlist of Respondents (Shortlist or Shortlisted Respondents) as described in Section 5. (Throughout this RFQ, the term "Shortlist" or "Short Listed Respondents" refers to those firms or entities that are invited by the District to submit a Design-Build proposal based on the District's review of their SOQs). Shortlisted Respondents may be invited to participate in an interview with the District. After completion of the RFQ process, Shortlisted Respondents will be invited to receive a Project Request for Proposal (RFP) to be issued at a future date and submit Design-Build proposals in response to such RFP. The Design-Build proposals will be evaluated on a "Best Value" basis as defined in California Public Contract Code section 22161. The District reserves the right to request proposal revisions and hold discussions and negotiations with responsive proposers. The Shortlisted Respondent that best meets the evaluation criteria as described in the RFP (DB Entity) will be selected by the District to enter into negotiations for the Project contract (DB Contract). It is the intent of the District to select DB Entities that are most qualified and that understand the needs of the District with respect to this Project.

It is anticipated that, except as restricted by applicable law, the District will reserve the right to require the DB Entity to conduct a competitive bidding process for all elements of the construction work. It is anticipated that the Project will be partially financed with funds from California Clean Water State Revolving Fund (CWSRF or SRF). The Respondents and DB Entity must therefore also meet the requirements of the following:

- California Senate Bill No. 785, CHAPTER 931 (including California Public Contract Code §22160 et seq., "Local Agency Design-Build Projects")
- California State Revolving Fund Requirements, including, but not limited to, the American Iron and Steel (AIS) Provisions, Davis Bacon Act, and Disadvantaged Business Enterprise (DBE) requirements.

This RFQ document is available electronically at the District Website (westbaysanitary.org). All relevant project documents are also available on the website, under "About Us", Documents. In addition, any addenda to the RFQ will be posted to the District website.

West Bay Sanitary District

In no event will the District be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

1.2 RFQ Organization

This RFQ consists of seven (7) Sections and four (4) Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Design-Build Services
- Section 4: Procurement Process
- Section 5: SOQ Submittal Requirements
- Section 6: SOQ Evaluation and Shortlist Selection
- Section 7: Conditions for Respondents
- Attachment A: Definition of Terms
- Attachment B: Submittal Forms
- Attachment C: Insurance Requirements
- Attachment D: Evaluation Panel Acknowledgement Form (For Information Purposes Only – No Respondent Action Required)

West Bay Sanitary District

2. Section 2 - Project Overview

2.1 Project Background

West Bay Sanitary District maintains and operates over 200 miles of main line sewer in the City of Menlo Park and portions of the Cities of East Palo Alto, Redwood City, the Towns of Atherton, Woodside and Portola Valley and portions of Unincorporated San Mateo and Santa Clara Counties. The raw wastewater collected by the District is conveyed to Silicon Valley Clean Water (SVCW) where the wastewater is treated and discharged or reused.

West Bay Sanitary District (District) is implementing the “Bayfront Recycled Water Facilities Project” to construct a satellite facility at its decommissioned Bayfront WWTP site, recycled water distribution pipeline, and influent wastewater pumping station and force main. The purpose of the project is to offset potable demands and deliver recycled water to users in the Menlo Park-Bayshore Area. The District is pursuing a recycled water facility with an initial product-water capacity of approximately 0.6 MGD, with provisions to expand this capacity to up to 1.0 MGD in the future. Also of note, the District is planning a levee improvements project for improved flood protection and environmental benefit that will be constructed on and around the same site as the future treatment plant, which will likely require coordination.

In 2014, the District completed a Recycled Water Market Survey, including a preliminary market and recycled water supply assessment and evaluation of three conceptual alternatives to provide recycled water to customers and assess overall feasibility of adding recycled water to the available water supply portfolio. As a result of the market survey, the District proceeded with design and construction of a satellite treatment plant at Sharon Heights Golf & Country Club (SHGCC) to provide recycled water for irrigation at the golf course, Stanford Linear Accelerator Center (SLAC), and other customers in the area. The facility began operations in March 2020. The District has since prepared a Bayfront Recycled Water Facilities Plan (Woodard & Curran 2019) to evaluate implementation of a recycled water facility project in the Bayfront area. The proposed Bayfront Recycled Water Facilities Project is a result of these initial planning efforts.

2.2 District Owner's Advisor

The District has retained Woodard & Curran to serve as the District's Owner's Advisor. In this capacity, Woodard & Curran and its subcontractors will provide technical and procurement support services for the Project, including, but not limited to, assisting in the evaluation of the SOQs and development of the indicative design concepts and specifications for the RFP.

2.3 Project Objectives

The primary objectives of this Project are as follows:

- To design and construct the infrastructure (described in Section 2) necessary to convey raw wastewater to the satellite treatment plant and highly treated wastewater from the satellite treatment plant to recycled water customers.
- To complete all project elements in a timely manner, allowing delivery of water no later than September 2026.
- To harness the benefits of the Design-Build approach to achieve a high-quality, innovative, cost-effective solution.
- To comply with all permitting requirements.
- To effectively and efficiently allocate project risk to the party best able to manage that risk.
- To leverage the District’s investment in the existing recycled water treatment facility at the Sharon Heights Golf & Country Club to inform the design of this new project.

West Bay Sanitary District

- To serve as a model for future District Design-Build projects as well as other water reuse projects. partnerships.

The District encourages the utilization of small businesses and disadvantaged business enterprises by the DB Entity during Project design and construction. More details will be provided in the RFP.

2.4 General Concept of Design-Build Project Scope of Services

The DB Entity will be responsible for all design-build services comprising this Project, including, but not limited to implementing the five (5) Project scope elements as identified below, and providing the design, construction, project management, surveying, geotechnical investigations, scheduling, quality control, inspection, laboratory testing, permitting, procurement of all labor, materials and equipment, and any other work and services that can be generally identified through start-up and acceptance of the Project by the District. Any adjustments by the District to the Scope of Services described below will be identified in addenda to this RFQ, or in the RFP. The detailed technical requirements for the Project are being developed and will be presented in the RFP. The presentation of Project elements, Scope of Services and technical requirements in the RFQ is to convey to interested Respondents a general understanding of the Project only and is not necessarily indicative of the final RFP requirements. **All documents provided as part of this RFQ are provided for informational purposes only.**

Project Element 1: Construction of Bayfront Recycled Water Facility

The District has selected a site for the Bayfront Recycled Water Facility (RWF) at the decommissioned Bayfront Wastewater Treatment Plant (WWTP) located adjacent to Bedwell Bayfront Park. The proposed Bayfront RWF would operate year-round and occupy an approximately 3,500 square foot area just west of the decommissioned WWTP and would be sized to produce up to 0.6 MGD of recycled water (approximately 672 acre-feet per year) in its initial configuration, although the District has determined that the facility shall be expandable up to 1.0 mgd.

Potential uses for the recycled water include irrigation, commercial cooling towers, other industrial uses, firefighting, public fill stations, and toilet flushing. The water quality required from the Bayfront RWF for the identified uses is specified in Title 22 of the California Code of Regulations as “disinfected tertiary recycled water.”

The major components of the Bayfront RWF are anticipated to include, but are not limited to, an influent flow diversion structure, grit removal/cleaning, dual fine screen, equalization basin and return pumps, membrane bioreactor (MBR), odor control system, electrical and supervisory control and data acquisition (SCADA) system, standby generator(s), sampling system and laboratory testing areas. MBR systems typically consist of an anoxic basin with mixers and feed forward pumps, aerobic basin with mixer and feed forward pumps and diffusers, membrane basins with membrane cassettes, permeate pumps, and chemical cleaning systems. In addition, and based on operation of the existing recycled water facility at SHGCC, the District is currently investigating requirements for a supplemental color removal process for the Bayfront treated effluent if it is determined that tannins in the influent water may lead to tinting in the finished water.

The District currently utilizes the Veolia “LEAPmbr” treatment system at the SHGCC satellite treatment plant and is satisfied with the operation of this system. The Bayfront RWF will utilize the Veolia “LEAPmbr” system or equivalent. Treatment processes will be further specified in the RFP. The DB Entity shall be responsible for completing the design and construction of the Bayfront RWF in accordance with the pre-design and technical specifications described in the RFP.

Project Element 2: Raw Water Pump Station and Force Main

Raw wastewater would be diverted to the proposed Bayfront RWF by a new influent pump station (IPS)

West Bay Sanitary District

which would be located near the SVCW's existing Menlo Park lift station at the intersection of Bayfront Expressway and Marsh Road. The IPS will follow WBSD standards and will consist of a wet well with Flygt submersible pumps and above ground controls/drives, and be configured as a passive diversion, which means that sewer flows will passively bypass the station (and treatment) when they exceed the pump station flow requirement or when the station is not in operation. Equalization will be constructed as part of the RWF to allow the District to maximize recycled water production relative to diurnal wastewater flow patterns.

The influent force main would connect the influent pump station to the Bayfront Recycled Water Facility headworks. The DB Entity shall be responsible for completing the design and construction of the IPS and influent force main in accordance with the pre-design and technical specifications described in the RFP. A geotechnical report will be provided for the Bayfront site, compiling known subsurface data.

Project Element 3: Recycled Water Distribution Pipeline

The recycled water distribution pipelines would consist of approximately 14,500 LF of pipe along Marsh Road, Constitution Drive, Chilco Street, and Hamilton Avenue. See attached Figure 1, next page. Approximately 2,600 LF of distribution pipeline already exists along Chilco Street between Constitution and Hamilton Avenue, and the new constructed pipeline would connect to this existing distribution pipeline. It is anticipated that the new distribution pipeline will require at least four easement crossings: Caltrans crossings at Bayfront Expressway (SR 84) and Willow Road (SR 114), a Dumbarton Rail Corridor crossing on Chilco Street, and a PG&E high pressure gas line crossing on Hamilton Avenue at Sevier Avenue. Preliminary utility investigations are underway. The DB Entity shall be responsible for completing the design and construction of the distribution pipeline in accordance with the pre-design and technical specifications described in the RFP.

Project Element 4: Storage

Storage facilities are currently anticipated to consist of two, 0.5 million gal (MG) recycled water storage facilities. The "onsite" storage facility will be located adjacent to the Bayfront RWF near Marsh Road and will be incorporated into the footprint of the RWF. The DB Entity shall be responsible for completing the design and construction of the onsite storage facility in accordance with the pre-design and technical specifications described in the RFP. The second, "offsite" tank site will be located in the distribution system, and has preliminarily been sited at the location shown in Figure 1. The offsite storage facility will be designed and constructed by others, but the design will require coordination with the DB Entity design of the onsite storage and pumping facilities to ensure proper operation of the system as a whole.

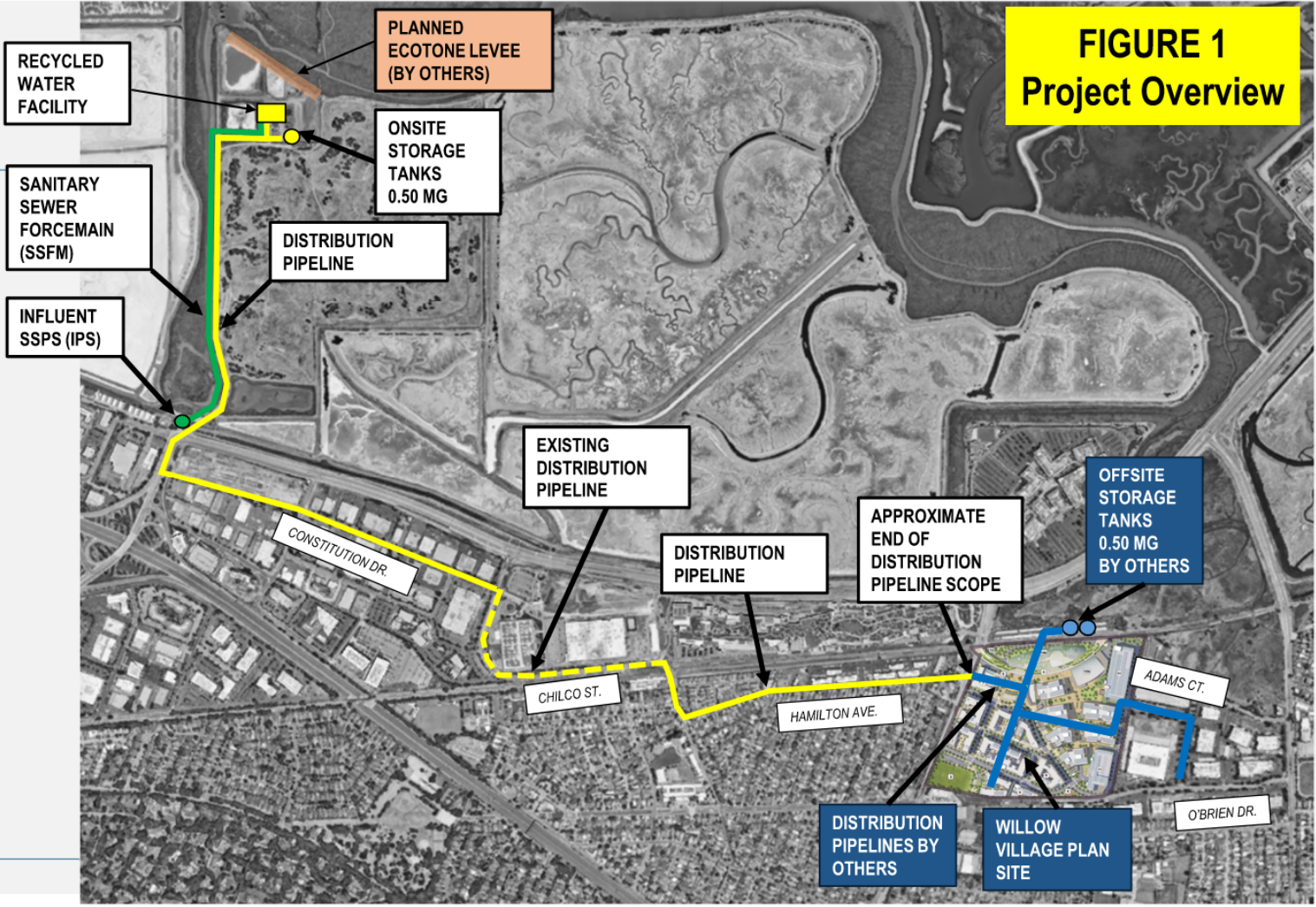
Project Element 5: Color Removal Process (As required)

The potential for visible color issues in the recycled water produced at the Bayfront RWF has recently become a concern for the District based on operational experience at the SHGCC satellite treatment facility. The District believes the color to be organic matter-derived, specifically tannins in the influent wastewater than are not fully removed by the treatment process. The District will conduct additional investigations to determine the origin of the color and potential treatment processes for consideration by the DB Team. The treatment process will include provisions for nanofiltration (NF)/reverse osmosis (RO), but may also include granular activated carbon, ion exchange, coagulation/filtration, ozonation, chemical treatment or no supplemental color treatment. Results and recommendations from of the current investigation will be included in the RFP. As determined by the results of this testing, the DB Entity shall be responsible for completing additional investigations and the design and construction of color removal facilities in accordance with the pre-design and technical specifications described in the RFP.

West Bay Sanitary District

Figure: 1

FIGURE 1
Project Overview



West Bay Sanitary District

Permitting

In addition to the Project elements, the DB Entity shall be responsible for applying and for and complying with various permits for the Project. The DB Entity shall be solely responsible for application and acquisition of specific construction permits that will be detailed in the RFP. The RFP will contain detailed information concerning the status of each required permit, and the DB Entity's responsibilities with respect to permit application, compliance, reporting, etc.

2.5 Project Estimate and Funding

The Project budget for design and construction services is estimated to be approximately \$56 million. The Respondent shall determine the actual costs for the specific scope of services that will be described in the RFP. The District will be open to considering appropriate methods of reducing costs without sacrificing quality or timeliness of Project completion. The District is pursuing State Revolving Fund (CWSRF) funding for the Project, which may require compliance with the Davis-Bacon Act, the American Iron and Steel (AIS) provisions, Disadvantage Business Enterprise (DBE) program requirements, and potentially other requirements. These requirements will be described in the RFP.

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 by September 2026. Assuming there are no uncontrollable circumstances and timely negotiation of the DB Contract, the DB Entity can expect a notice to proceed in March or April 2024.

2.7 Business Terms and Conditions

The DB Contract will be included with the RFP. The District reserves the right to amend, modify, supplement, or delete any of these principles in the DB Contract prior to execution.

West Bay Sanitary District

3. Section 3 – Design-Build Services

3.1 General

As noted in Section 1, and more specifically defined in the RFP to be provided to Shortlisted Respondents, the DB Entity will provide design and construction services to complete the Project.

Design services shall generally consist of the following:

- Develop the Project execution plan, including Project schedule.
- Develop/complete the engineering design (including, but not limited to, preparing and submitting intermediate design review packages) and value-engineering activities in conjunction with District.
- Support the application of and demonstrate conformance with the existing and future required permits.

Construction services shall generally consist of the following:

- Procure equipment and subcontractors.
- Secure necessary construction permits and perform construction permit compliance activities.
- Support the application of and demonstrate conformance with the existing and future required (non construction) permits.
- Construct the Project.
- Conduct startup, commissioning, and performance/acceptance testing.
- Final permitting and regulatory approvals, as defined in the RFP.

3.2 Roles and Responsibilities

District: The District will cooperate with the DB Entity and will fulfill its responsibilities in a manner to facilitate the DB Entity’s timely and efficient performance of services. District responsibilities will generally include the following, as ultimately defined in the RFP and the DB Contract between the District and DB Entity:

- Review submittals and provide comments to DB Entity.
- Furnish designated studies and provide pertinent data and information regarding the Project, including record drawings, preliminary studies, etc. Such data and information will be provided as an attachments to the RFP. Such documents will be provided for informational purposes only.
- Provide adequate funding.
- Provide access to the Project site and any necessary easements and right-of-ways to lands belonging to the District.
- Facilitate access to any necessary easements and right-of-ways to lands not belonging to the District to the extent required to perform the Project.
- Obtain any permanent easements as necessary for Project performance and completion.
- Obtain the governmental approvals and permits District is responsible for, as specified in the DB Contract, and assist DB Entity in obtaining regulatory approvals and permits for which it is responsible.

West Bay Sanitary District

- Provide contract oversight, resident and special inspection, and serve as liaison to the public.
- Other responsibilities as required by the DB Contract.

DB Entity: The DB Entity will cooperate with the District and will provide in a timely manner the design and construction services necessary to complete the Project. DB Entity responsibilities will generally include the following, as ultimately defined in the RFP and the DB Contract between the District and DB Entity:

- Review District background documents.
- Conduct additional site investigations as necessary to respond to the RFP and provide the services described therein.
- Provide comprehensive project management.
- Supervise all subcontractors, consultants, haulers, and suppliers (at every tier), as well as personnel provided by DB Entity.
- Commit to utilize and utilize a skilled and trained workforce (at every tier) to perform all work on the Project and DB Contract that falls within an apprenticeable occupation in the building and construction trades and otherwise fully comply with the requirements of California Public Contract Code Section 22164. As part of this obligation, the DB Entity will provide the District with evidence, on a monthly basis while the Project or DB Contract is being performed, that the DB Entity and its subcontractors (at every tier) are complying with the requirements to use a skilled and trained workforce to perform all work on the Project as set forth in Section 22164(c).
- Prepare design and construction documents.
- Obtain certain regulatory approvals and permits, as defined in the RFP.
- Support the District's application, acquisition, and compliance with certain regulatory approvals and permits.
- Implement Best Management Practices to maintain compliance with all applicable permits and regulatory requirements.
- Maintain site security.
- Complete construction work.
- Conduct performance/acceptance testing
- Implement quality-management procedures.
- Implement Project health and safety practices.
- Provide insurance and bonding as required by the DB Contract.
- Perform record keeping.
- Provide warranties and other assurances which will be further defined in the DB Contract.
- Other responsibilities as required by the DB Contract and RFP.

West Bay Sanitary District

4. Section 4 - Procurement Process

4.1 Communication and District Contact

The District's point of contact (District's Point of Contact or District Contact) for this RFQ shall be Sergio Ramirez -General Manager, or his designee, who shall administer the RFQ process. All communications shall be submitted in writing by email or mail, and shall specifically reference this RFQ (identify the Project in the subject line as: "Bayfront Recycled Water Facility Project – Design-Build (DB) Services - Project #1763.0).

All questions or comments should be directed to the District Contact as follows:

Attn: Tony Valdivia, P.E.
Project #1763.0 – Bayfront Recycled Water Facility Project – Design-Build (DB) Services
West Bay Sanitary District
500 Laurel Street
phone: (925) 627-4127
email: tvaldivia@woodardcurran.com
cc email: sramirez@westbaysanitary.org

No oral communications from the District Contact or other individual is binding. No contact with District staff (other than the District Contact), District Board members, City of Menlo Park staff members, Silicon Valley Clean Water Staff or Board, or any public official concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Respondent.

4.2 Procurement Process

The selection of the DB Entity will be undertaken through a two-step, "best-value" based process, which includes the issuance of this RFQ followed by the issuance of an RFP to the Shortlisted Respondents. The District will establish a selection committee that will be maintained throughout the following selection process:

1. The SOQs submitted by each Respondent will be evaluated and scored by the selection committee.
 - Total scores for the SOQs will result in a ranking of Respondents to determine which will be shortlisted (Shortlisted Respondents) to receive an RFP for the Project.
 - The scores from the SOQs will not carry over to the RFP step of the selection process, although some of the selection criteria contained in the RFP may be similar to those criteria set forth in this RFQ.
 - The District reserves the right to add or subtract from the number of Shortlisted Respondents at its sole discretion.
 - The selection of Shortlisted Respondents will not create a binding contract or obligation on the part of the District to enter into contract with any of the RFQ Respondents (including, but not limited to, those included on the Shortlist).
2. The RFP will be issued to the Shortlisted Respondents and will contain, among other things, the Project Technical Requirements and the DB Contract. The RFP will allow the maximum opportunity for the Shortlisted Respondents to demonstrate superior design-build delivery capabilities in the development and construction of the Project. It is currently anticipated that one or more mandatory, confidential, pre-Proposal meetings will be held with each Shortlisted Respondent during the Proposal development step to discuss the Project Contract, the Technical Requirements, answer any technical or contractual questions regarding the Project,

West Bay Sanitary District

and address other matters.

3. Proposals from Shortlisted Respondents will consist of a detailed “best-value” based Proposal (i.e., cost, technical, and qualifications evaluated). The cost component of the Proposal will be submitted in a separate envelope and will consist of a guaranteed maximum price (GMP) which will be defined in the RFP.
4. Following the submittal of the Proposals, each Shortlisted Respondent will participate in an oral presentation/interview.
5. The District reserves the right to request proposal revisions and hold discussions and negotiations in good faith with responsive proposers.
6. The Proposals and interviews will be evaluated on the basis of “best value,” considering a number of factors and scored by the selection committee. Factors to be considered for selection, as well as their respective weighted point value relative to selection, will be identified in the District’s RFP. Total scores from all committee members for both the Proposals and interviews will result in a ranking of the Shortlisted Respondents. The Shortlisted Respondent with the highest total score (Successful Shortlisted Respondent) will be provided the opportunity to serve as the DB Entity and negotiate the DB Contract for this Project. The GMP proposed by the Successful Shortlisted Respondent will be the contract price that the DB Entity is obligated to complete the entire Project.
7. Award of the DB Contract will be made only after the successful negotiation of the DB Contract and the District Board’s resolution approving the DB Contract takes effect.
8. The District reserves the right to reject any and all submittals, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional submittals. The District may conduct such investigations as it deems necessary to assist in the evaluation of any submittal and to establish to the District’s satisfaction the responsibility, qualifications and financial ability of the Respondents.

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	September 18, 2023	Not Applicable
Pre-SOQ Meeting (non-mandatory)	September 26, 2023	10:00 AM
SOQ Submittal Deadline	October 19, 2023	2:00 PM
Shortlist Notification	November 3, 2023	Not Applicable

RFP Process	Approximate Date	Due Time (all Pacific)
RFP and Draft DB Contract Issued to Shortlisted Respondents	November 10, 2023	Not Applicable
Pre-Proposal Meetings	Week of November 27, 2023	Not Applicable
Proposal Submittal Deadline	January 12, 2023	4:00 PM
Interviews	Week of February 5, 2024	Not Applicable

West Bay Sanitary District

RFP Process	Approximate Date	Due Time (all Pacific)
Selection of Successful Shortlisted Respondent	February 19, 2024	Not Applicable
DB Contract Negotiations Complete	March 4, 2024	Not Applicable
District Board Approval of DB Contract Award	March 27, 2024	Not Applicable
Notice to Proceed	March 29, 2024	Not Applicable

4.4 Pre-SOQ Meeting

The District will conduct a pre-submittal meeting for those interested in responding to the RFQ. Attendance at this meeting is **not** mandatory. The meeting will be held at the District Office, located at 500 Laurel Street, Menlo Park, CA on Wednesday, **September 26, 2023** starting at **10:00 A.M.** Pacific Time. No formal District presentation will be made. The District will answer general questions about the Project and the procurement process during the meeting, however questions regarding aspects of the Project and procurement that are not specifically addressed in this RFQ must be submitted in accordance with Section 4.1 of this RFQ. A tour of accessible portions of the Project areas will be available for those interested. Following the pre-submittal meeting, the District will prepare a record of the meeting that will be provided to all Respondents in attendance. 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.

4.5 Withdrawal of SOQs

Respondents may withdraw an SOQ by providing a written request, duly executed by an authorized representative, and delivered to the District Contact at any time prior to the SOQ Submittal Deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. SOQs withdrawn by the Respondent prior to the SOQ Submittal Deadline can be claimed by the Respondent within ten (10) days following the SOQ opening. After that time, they will be destroyed. SOQs, once opened by the District at the time of SOQ Submittal Deadline, shall not be withdrawn or modified except to the extent agreed to by the District during subsequent contract negotiations.

4.6 Validity of SOQ

The offer represented by each SOQ will remain in full force and effect for up to a maximum of one hundred and eighty (180) days after the SOQ Submittal Deadline. If the RFP has not been issued to Shortlisted Respondents by the District within one hundred and eighty (180) days after the SOQ Submittal Deadline, each Respondent that has not previously agreed to an extension of such deadline shall have the right to withdraw its SOQ. The District may, at its sole discretion, allow a Respondent to withdraw its SOQ prior to that date.

4.7 Addenda

The District reserves the right to cancel or revise the RFQ (in part or in its entirety), including but not limited to, selection schedule, submittal date and submittal requirements. If the District cancels or revises this RFQ, all Respondents will be notified by addenda. If any revisions to this RFQ become necessary (other than changes to the SOQ Submittal Deadline), the District will post written addenda on the District Website (www.westbaysanitary.org) at least seven (7) calendar days before the SOQ Submittal Deadline. The District may extend the SOQ Submittal Deadline via addendum at any time. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the SOQ Submittal Deadline by checking the District website (www.westbaysanitary.org). 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 this RFQ.**

West Bay Sanitary District

All questions about the meaning, intent or any other aspect of the RFQ shall be submitted in writing to the District Contact. Interpretations or clarifications considered necessary in response to such questions will be issued by Addendum to all Respondents. Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

4.8 Business Licensing Requirements

Each Respondent is responsible for determining and complying with all applicable business licensing requirements necessary to complete the Project's scope of work. Evidence of current licenses shall be required in accordance with applicable law and the requirements detailed in this RFQ (and as further detailed in the RFP). The Successful Shortlisted Respondent shall be required to provide evidence to the District that it is authorized to do business in California, and possesses a current City of Menlo Park Business License, prior to award of the DB Contract.

4.9 Designer Licensing Requirements

Each Respondent is responsible for determining and complying with all applicable professional licensing requirements necessary to complete the Project's scope of work. Evidence of current licensing shall be required in accordance with applicable law and the requirements detailed in this RFQ (and as further detailed in the RFP).

4.10 Contractor Registration Requirements

California Labor Code Section 1725.5 mandates that all contractors and subcontractors who bid or work on public works project must be properly registered with the State of California Department of Industrial Relations (DIR). Effective March 1, 2015, the District cannot accept a bid from a contractor that is not properly registered with the DIR. For public projects, like this Project, the District is required to use only those contractors and subcontractors that have been properly registered with the DIR.

NOTICE:

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The direct link to register is as follows:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>.

For all new public works projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. You may find additional information at the DIR website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

This Project and the DB Contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4.

Thus, prior to submitting a bid or Proposal to the District for this Project, all Respondents and their subcontractors must be registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5, subject to limited legal exceptions under Labor Code section 1771.1.

To ensure compliance with the foregoing mandates, all Respondents (and their listed subcontractors) must include with their Proposals evidence to that they (and their listed subcontractors) are properly registered with the DIR pursuant to Labor Code section 1725.5. In addition, the Successful Shortlisted Respondent

West Bay Sanitary District

and its subcontractors shall be required to provide evidence to the District that Respondent and its subcontractors possess the required DIR registrations, prior to award of the DB Contract. The Respondent will not be required to provide a DIR Registration Number in order to submit an SOQ. However, the DB Entity will not be awarded the DB Contract without a DIR Registration Number.

The Successful Shortlisted Respondent shall be required to provide evidence to the District that it possesses a valid Contractor's License issued by the Contractor's State License Board, prior to award of the DB Contract. The class(es) of license(s) shall be applicable to the work specified in the RFP and DB Contract. At a minimum, Respondents shall present information that demonstrates that they have all of the required licensing to undertake the scope of work in the DB Contract, including:

- General Engineering Contractor “A” and General Building Contractor “B” California contractor's licenses
- State Operator Certification for the training and transition period
- All necessary California professional engineering licenses

Each Respondent is responsible for determining and complying with all applicable contractor licensing and registration requirements necessary to complete the Project’s scope of work. Evidence of current licenses and registrations shall be required in accordance with applicable law and the requirements detailed in this RFQ (and as further detailed in the RFP).

4.11 Reimbursement for Proposal Submitted

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. 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.

West Bay Sanitary District

5. Section 5 - SOQ Submittal Requirements

5.1 Submittal Place and Deadline

Six (6) paper documents (one [1] original and five [5] copies) each contained within a 3-ring binder, as well as one (1) electronic version of the SOQ flash drive in PDF format, must be received no later than **October 19, 2023 at 2:00 p.m.** Pacific Standard Time. SOQs must be submitted physically (via mail or in person) to the District Office located at 500 Laurel Street, Menlo Park, CA 94025. Receipt of a SOQ by any other District office will not constitute "delivery" as required by this RFQ. Telephone confirmation of timely receipt of the SOQ may be made by calling the District's Point of Contact.

Each Respondent assumes full responsibility for timely delivery of its SOQ at the required location. Any SOQ received after the submittal deadline will be deemed nonresponsive and returned. The delivered packaging containing the SOQ documents must note the Respondent's name, address, contact person(s), and phone number, as well as "**Statement of Qualifications, Project #1763.0, Bayfront Recycled Water Facility Project – Design-Build (DB) Services**" on its face.

Oral, telephone, facsimile, telegraph, or email SOQs are invalid and will not receive consideration. No Respondent may submit more than one SOQ. Multiple SOQs under different names will not be accepted from one firm or association; in this case, the second SOQ submitted will not be considered.

5.2 Submittal Format

The SOQ must not exceed **twenty-five (25)** total pages (most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter (2 pages max), index or table of contents (2 pages max), front and back covers, title pages/separation tabs, and appendices. A maximum of **four (4)** of the total pages may be 11 x 17-inch tri- fold format. Eleven-point font or larger must be used in SOQ Parts 1 through 5.

5.3 Submittal Content

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. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the SOQ. The District reserves the right to request additional information from Respondents in order to clarify issues the District feels are relevant to the selection criteria identified herein.

The SOQ must include the following information in the order listed:

- Transmittal Letter
- Part 1 – Respondent Profile
- Part 2 – Project Team
- Part 3 – Experience
- Part 4 – Safety Record
- Part 5 – Project Approach
- Appendix A – Forms for Affirmation of Compliance
- Appendix B – Financial Statements
- Appendix C – Resumes
- Appendix D – Project Reference Forms
- Appendix E – Safety Record Documentation

West Bay Sanitary District

5.3.1 Transmittal Letter

Each Respondent must provide a Transmittal Letter following the cover that formally conveys the SOQ to the District. The Transmittal Letter must be on the Respondent's letterhead and signed by an authorized representative of the Respondent who is empowered to sign such material and to commit the Respondent to the obligations contained in the SOQ. If Respondent is a partnership, the transmittal letter shall be signed by one or more of the general partners. If Respondent is a corporation or an LLC, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If Respondent is a joint venture, an authorized representative for each member of the joint venture shall sign the Transmittal Letter, and specifically state that, if the joint venture is selected as the DB Entity, each member will be jointly and severally liable to the District for the obligations arising out of the contract between the joint venture and the District. Anyone signing the SOQ as an agent must submit with the SOQ legal evidence of his or her authority to execute such SOQ. Verification of receipt of all addenda to the RFQ must be included in the Transmittal Letter.

The Transmittal Letter should be succinct and brief (2 pages, maximum) and must include: (a) the name of Respondent's authorized representative(s), address(es), phone number(s), and e-mail address(es); (b) the name of the Lead Contractor and Lead Designer, and (c) the identity of the individual(s) who will be the signatory(ies) to the contracts with the District, if awarded to Respondent, including title(s), address(es), phone number(s), and e-mail address(es), and the name of the Respondent's primary contact in which all future correspondence from the District should be directed including the individual's address, phone number and email address. The Transmittal Letter shall be limited to two (2) 8 ½ x 11 inch pages.

The Transmittal Letter may include other information deemed relevant by the Respondent. The transmittal letter must refer to SOQ Appendix A (Forms for Affirmation of Compliance), based on the forms in RFQ Attachment B (Submittal Forms).

5.3.2 Part 1 - Respondent Profile

The Respondent profile must include general information about the Lead Designer and Lead Contractor organization(s) such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

In addition to the general information required above, the Respondent must include the following information, which will be used to establish whether minimum responsibility requirements have been met as described in Section 6:

- **Legal Structure and Management Structure and Organization**

Identify the legal form of the Respondent to which the contract is to be awarded. Identify whether the Respondent is organized as a corporation, LLC, or joint venture. If the Respondent is a corporation, LLC, partnership, joint venture, or other legal entity, provide in Appendix A (Forms of Affirmation of Compliance) a copy of the organizational documents or agreement committing to form the organization. If Respondent is a joint venture: (a) identify which entity will obtain the performance and payment bonds that will be used; (b) demonstrate that each party of the joint venture possesses a valid California A contracting license and is properly registered with the DIR.

- **Affidavit of Authenticity Form**

Respondent shall complete and submit in SOQ Appendix A (Forms for Affirmation of Compliance)

West Bay Sanitary District

the Affidavit of Authenticity Form included in Attachment C (Submittal Forms). Each of the Respondent's joint venture members or general partners (if applicable) shall complete and submit the Affidavit of Authenticity Form in order to be prequalified. This form also includes the acknowledgement of any and all Addenda issued by the District. Only the Respondent must submit the Affidavit of Authenticity Form; other members of the Project Team are not required to submit the Form.

- **Prequalification Form**

Respondent shall complete and submit in SOQ Appendix A (Forms for Affirmation of Compliance) the Prequalification Form included in Attachment B (Submittal Forms) of this RFQ, along with all requested supporting documentation. The Prequalification Form shall be executed by an individual authorized to contractually bind the Respondent.

If the Prequalification Form is not submitted as part of the Respondent's SOQ, is altered in any manner, or is not fully completed, the Respondent shall be deemed non-responsive to the solicitation requirements.

- **Bonding Capacity**

Respondent shall provide a notarized letter(s) from its surety (or sureties) in SOQ Appendix A (Forms for Affirmation of Compliance) stating Respondent's total bonding limit, and current amount of outstanding bonds, and verifying the Respondent has a minimum bonding capacity of approximately **\$56 million** available for the Project for each 1) performance, and 2) payment bonds. The Respondent's surety (or sureties) must have an A.M. Best Rating of "Excellent" or better. All sureties must be authorized by law to do business in California and also must be listed in the U.S. Department of Treasury Circular 570. The selected DB Entity will be required by the District to provide 100% payment and performance bonds equal to the total GMPs during the design, construction and commissioning of the recycled water facilities as well as a performance bond equal to 100% of the contract amount to be in force during the training and operational transition period of the new facilities provided under the DB Contract with the District. During the RFP process, the District will further define the DB Entity's obligations throughout the operations transition period following startup and commissioning of the Project facilities.

- **Insurance**

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 insured on all the policies recited above 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.

- **License Requirements**

Respondent shall submit in SOQ Appendix A (Forms for Affirmation of Compliance) a copy of current and valid State of California Certified General Contractor and California Professional Engineer licenses issued in accordance with California Statutes. At a minimum, provide licenses

West Bay Sanitary District

for the Lead Designer that will be the Engineer-of-Record for the Project, and the Contractor's License for the Lead Contractor. If licenses are not available at the time of the SOQ, Respondent shall describe the means by which the Respondent will obtain licenses prior to award of the DB Contract if selected as the Successful Shortlisted Respondent, and the current status of that process.

- **Skilled Workforce Requirements**

By submitting an SOQ, Respondent is providing an enforceable commitment to the District that Contractor 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) et seq. of the California Public Contract Code.

- **Respondent Financial Position**

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 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.

Respondents shall complete the Financial Data Form included in Attachment C (Submittal Forms) of this SOQ, indicating specific amounts from the Respondent's Financial Reports. The completed Form shall be included in SOQ Appendix A (Forms for Affirmation of Compliance). If the Respondent is a joint venture, provide a completed Financial Data Form for each individual firm that is a member of the joint venture (i.e., member firm of Respondent).

Respondent shall provide its credit rating provided by major agencies such as Standard & Poors, Moody's Fitch or other recognized credit reporting agency for the last three (3) years. Respondents shall also disclose any changes in the rating in the past three (3) years. 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 credit ratings 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. Respondent shall complete the Banking Credit Reference Form included in Attachment B (Submittal Forms), from the Respondent's primary banking institution. The completed form shall be included in SOQ Appendix A (Forms for Affirmation of Compliance). If Respondent is a joint venture, provide a completed Banking Credit Reference Form for each individual firm that is a member of the joint venture (i.e., member firm of Respondent).

- **Termination/Failure to Complete; Violations; and Convictions.**

As part of the Prequalification Form included in Attachment B (Submittal Forms) of this RFQ, Respondent shall provide requested information concerning the items listed below.

- Any bid, performance, or payment bond called or a surety company required to finish work,

West Bay Sanitary District

on any project on behalf of Respondent, or any member firm of Respondent, in the last five (5) years.

- Any member firm of the Respondent, or Respondent, debarred, disqualified, removed, or prevented from bidding on, or completing, any public works project for any reason.
- Any member firm of the Respondent, or Respondent, deemed 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.
- Any member firm of Respondent, or Respondent, default on a public works contract.
- Conviction of a crime of Respondent, or any member of the Respondent, involving the awarding of a contract of a public agency construction project, or the bidding performance of a public agency contract in the last five (5) years.
- Conviction of any federal, state or local crime of Respondent, or any member of Respondent, involving fraud, theft, or any other act of dishonesty.
- Conviction of or any written accusations by a government entity against Respondent, or any member of Respondent, of violations of the federal or state False Claims Acts.
- Citation or assessment of penalties by CA OSHA or other state OSHA agency against Respondent, or any member of Respondent, for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years.
- Citation or assessment of penalties by the Federal Occupational Safety and Health Administration against Respondent, or any member of Respondent, in the past five (5) years.
- Revocation or suspension (without a successful appeal for reinstatement) of any contractor license held by the Respondent or any member of the Respondent or any member of the proposed DB Team within the last five (5) years.
- Citation or assessment of penalties by the EPA, any Air Quality Management District or any Regional Water Quality Control Board against Respondent, or any member of Respondent, or the owner of a project during the time in which Respondent or any member of Respondent was performing on a contract, in the past 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.
- 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.
- Any occasions in which the Respondent, or any member of Respondent, has been penalized or required to pay back wages for failure to comply with the state prevailing wage laws and requirements.
- Any time during the last five (5) years that Respondent, or any member of Respondent,

West Bay Sanitary District

has been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works.

- Any time during the last five (5) years that Respondent, or any member of Respondent, was assessed and paid liquidated damages of more than \$50,000 on a construction contract with either a public or private owner.

- **Claims, Arbitration and Litigation.**

As part of the Prequalification Form included in Attachment C (Submittal Forms) of this RFQ, Respondent shall provide any information and details concerning the items listed below. In addition to providing responses with respect to California law, Respondent shall respond with respect to similar laws and regulations in states other than California and countries other than the United States of America.

- Construction or design claims, arbitration, or litigation with alleged damages totaling more than two hundred and fifty thousand dollars (\$250,000) against Respondent, or any member firms of the Respondent, in the last five (5) years.
- Construction or design claims, 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) against a project owner in the last five (5) years.
- All settled adverse claims, arbitrations or litigation between the owner of a public works project and Respondent, or any member of Respondent, in the last five (5) years, in which the settlement or judgment exceeds one hundred thousand dollars (\$100,000).
- Bankruptcy or receivership of the Respondent, or any member of Respondent.

- **Certification of Submitted Information.**

Include in the signature section of the SOQ the following statement in accordance with California Public Contract Code section 22164: “The information provided in this Statement of Qualification is certified correct under penalty of perjury by the specified design-build entity and its general partners or joint venture members.”

5.3.3 Part 2 - Project Team

The composition, organization, and management of the Project Team must be described in the following two separate SOQ subsections:

Project Team Organization

Provide sufficient information to enable the District to understand and evaluate the Respondent’s Project Team organizational structure.

- Provide an organizational chart(s) (may be 11- x 17-inch trifold format) that identifies primary team members (including other firms such as subcontractors and subconsultants) and Key Personnel for design and construction showing the lines of authority and identifying the Key Personnel and individual primary team members (with firms they represent) who are responsible for major functions to be performed, including their reporting relationships in managing, designing, constructing, and operating the Project.
- The organizational chart(s) should include design subconsultants and specialty subconsultants (performing 5% or more of the design-related services on the project), and major subcontractors (performing 2% or more of the anticipated constructed value of the project). If the Respondent intends to use a specific subconsultant or major subcontractor, then it may identify such entity

West Bay Sanitary District

by name in the organizational chart. Any specific subcontractor or subconsultant identified in the organization chart shall be considered part of the Project Team and subject to the requirements to remain as part of the Project Team as defined in Section 7 of this RFQ.

- Describe the scope of the Respondent's and each firm's services and responsibilities during the design and construction phases of the Project.

The Respondent's Project Team Organization section is intended to allow the Respondent to demonstrate their proposed organizational structure that best supports the efficient execution of the Project; explain the Project role of major team members/Key Personnel and how the Project Team members will interface between themselves as well as the District; and demonstrate an organization that places Key Personnel in roles of authority to make appropriate decisions and that have held similar positions on similar projects.

Note: Section 22160 et seq., and specifically Section 22166 of the California Public Contract Code describes the Design-Build Entity's requirements relating to the use of construction subcontractors on DB projects. Of note, all subcontractors identified in the Proposal shall be afforded all the protections of California Public Contract Code section 4100 et seq. (commonly referred to as the "Subletting and Subcontracting Fair Practices Act"). Respondents should familiarize themselves with these provisions and consider these requirements in light of the Project schedule.

Key Personnel

Identify the Respondent's Key Personnel (and their firm affiliations), as defined in Attachment A (Defined Terms), in which Key Personnel shall include, but may not be limited to, the Project Manager, Design Manager, On-Site Construction Superintendent, and Construction Manager. Provide the names and phone numbers of all such members. The Project On-Site Construction Superintendent shall be an employee of the Lead Contractor.

- The District expects Key Personnel to remain on the Project Team for the duration of the DB Contract to the extent that their role is necessary for the delivery of the Project. The Respondent shall provide the following statement in Part 2 of its SOQ: “_____ (Name of Respondent) confirms that all Key Personnel as represented in our SOQ will remain as part of the Project Team, in their represented roles, for the duration of the Project or to the extent that their role is necessary for the delivery of the Project”. The District reserves the right to reject as non-responsive the Proposal of a Shortlisted Respondent that changes Key Personnel from that indicated in the SOQ. Any change in the firms or Key Personnel included in the SOQ must be immediately communicated to the District, and will require written approval of the District. No personnel changes will be permitted without written authorization from the District.
- Provide resumes for all Key Personnel in SOQ Appendix C (Resumes). Resumes must be limited to two (2), single-sided pages per individual and shall include a narrative that describes each individual's:
 - a. Total years of experience in the design and construction of public works projects.
 - b. Academic and professional qualifications.
 - c. Professional registration (as applicable).
 - d. Individual's specific role on the Project, and level of time commitment (as a percentage) during each phase of the Project.
 - e. Experience as it relates to the Project (Project specific role and affiliation).

The Key Personnel section is intended to allow the Respondent to describe its Key Personnel with specific and extended experience applicable to the Project requirements; demonstrate how Key Personnel will

West Bay Sanitary District

benefit the Project; and demonstrate how Key Personnel were able to successfully deliver similar projects.

Eligibility; Conflict of Interest

All Respondents must comply with the District's Design-Build Contracts – Conflict of Interest Policy (COI Policy) (available at the District office and on District Website). Consultants, contractors, and engineers (and/or their affiliates) with an organizational conflict of interest may not be allowed to participate as a Respondent/DB Entity or to join a design-build team. (See Section 7.2 for additional details). Respondent must complete and submit with its SOQ an Acknowledgement of the District of COI Policy (Attachment B - Acknowledgement of District's Design-Build Contracts - Conflict of Interest Policy).

5.3.4 Part 3 - Experience

The District is interested in understanding the performance history and experience of the Respondent and its members on projects that include technical elements similar to the Project. SOQs will be evaluated partly based upon the experience of the individual members on similar projects, the prior experience of the members working together (including, without limitation, number and types of projects completed together), and prior design-build experience of Lead Designer and Lead Contractor.

General Capabilities

The District is interested in understanding the general capabilities (i.e., performance history and experience) of the Lead Designer and Lead Contractor related to projects that include technical elements similar to the Project described herein. Respondent shall provide a description of the organization-wide capabilities and experience related to the Project for the Lead Designer and Lead Contractor. This section should also include an overview of the types of projects and personnel associated with each organization.

Representative Projects

The Respondent shall submit descriptions for a minimum of two (2) reference projects each for the Lead Designer and Lead Contractor to demonstrate experience relevant to the Project (or 4 if Lead Designer and Lead Contractor are the same entity). Representative projects shall be projects of similar size and design to this project. A maximum of ten (10) representative projects can be provided. A Project Reference Form (Attachment B – Submittal Forms) shall be completed for each project. Completed Project Reference Forms shall be submitted in Appendix D of the SOQ (Project Reference Forms). In addition to what is provided in the completed Project Reference Form(s), additional project information may be included in Part 4 of the SOQ. A one page summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

The Experience Section is intended to allow the Respondent to demonstrate that its proposed team has the design and construction capabilities/roles, as evidenced by the completion of projects that are applicable to the Project. It is also the opportunity for the Respondent to demonstrate its ability to complete the Project effectively; demonstrate a past working relationship between major team members/Key Personnel based upon the number of projects the team members have completed together and generally their historical working relationship; demonstrate a past working relationship between team members/Key Personnel based upon the number of design-build projects that the team members have completed together; and provide representative project information that is similar and applicable to the Project requirements, and that have included the participation of Key Personnel.

Additionally, of key importance to the District are DB projects with any of the following characteristics:

- Projects involving the design and construction of wastewater treatment plants employing biological treatment processes removing BOD and nitrogen, and those using membrane separation (membrane

West Bay Sanitary District

bioreactors or microfiltration membranes).

- Projects involving the design and construction of facilities for the interception and pumping of raw wastewater, including sewer diversion structures, new sewers, wastewater pump stations and force main (pressure) pipelines conveying raw wastewater, including installing pressure pipes in sleeves or carrier pipes .
- Projects involving the design and construction of facilities for the pumping and conveyance of recycled water being used for Title 22, Unrestricted Reuse purposes (such as golf courses, playfields, crops which can be consumed raw, cooling towers, etc) and toilet flushing
- Projects constructed in suburban areas requiring communication with local cities, customers and the community.
- Project with challenging schedule requirements.

District staff or advisors will contact references and obtain information on representative projects to confirm the information provided in the Project Reference Form(s). District will contact each reference by phone, up to three (3) times only. The District reserves the right to require additional project experience and reference information for team members identified in the Respondent's SOQ and to check other references. References must verify Respondent's representations. The Respondents score on this section may be negatively impacted by the inability to contact and verify references.

5.3.5 Part 4 – Safety Record

The SOQ must include information concerning the Respondent's safety record, including, but not limited to, safety statistics, workers' compensation history, worker safety program, or records indicating categories of accidents and their incidence or frequency rates for the past five (5) years. The following safety records must be provided for the Lead Contractor for the current and past five (5) years:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau (the EMR is also referred to as the experience modification rating, experience modification factor, experience modifier, or X-mod). The EMR is calculated by comparing a company's actual workers compensation loss data against average loss data for other employers in the same state who share the same industry classification code. The Respondent must submit written evidence from an insurance underwriter having a financial rating from A.M. Best & Co. rating of A:VII or better.
- The completed Occupation Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses.

A Respondent's safety record shall be deemed acceptable if its EMR for the most recent three year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the Respondent is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the California Labor Code.

Respondent must provide the written evidence documentation requested above in Appendix E (Safety Record Documentation) of the SOQ.

5.3.6 Part 5 – Project Approach

West Bay Sanitary District

The Respondent shall describe its general approach to DB projects similar in size, scope, and complexity to this Project. The Respondent shall demonstrate its understanding of DB projects by identifying those features and risks that are critical to DB projects with a description of how those features and risks have been addressed to ensure successful projects. Examples where the Respondent as a whole or Project Team members have implemented DB projects involving wastewater treatment facilities, recycled water delivery facilities, and/or raw wastewater/sewer pumping and conveyance facilities will be considered most applicable during the SOQ evaluation. Respondents shall provide a narrative of any additional information it believes will differentiate itself from other Respondents, and demonstrate its ability to achieve the objectives of the Project.

West Bay Sanitary District

6. Section 6 – SOQ Evaluation and Shortlist Selection

6.1 General

The SOQs will be reviewed and evaluated by the District’s selection committee according to the requirements and criteria outlined in this Section 6. The selection committee will open and review the SOQs in confidence.

During the SOQ evaluation process, written questions or requests for clarifications may be submitted to Respondents regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration.

6.2 Responsiveness Requirements

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in rejection of the SOQ as non-responsive. Each SOQ shall be reviewed for responsiveness in accordance with the following conditions.

1. Timely submittal (refer to Section 5.1 of RFQ for the SOQ Submittal Place and Deadline).
2. Compliance with submittal requirements in accordance with Section 5 of SOQ, including submittal of Submittal Forms contained in Attachment C, all supporting documentation, and all information required as described in Section 5.

If a Respondent fails to satisfy these conditions, the SOQ shall be deemed non-responsive by the District and not considered for further review.

6.3 Responsibility Requirements

Each responsive SOQ will be reviewed to determine whether it meets the Responsibility Requirements outlined in this subsection. ***Respondents are strongly encouraged to carefully review these Responsibility Requirements to confirm Respondent's ability to comply prior to preparing an SOQ submittal.***

At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy all the Responsibility Requirements may result in the Respondent being deemed non-responsible and having its SOQ rejected.

- **Legal Structure.** If Respondent is a joint venture, Respondent must provide a copy of the Agreement that was filed with the State of California in compliance with applicable California Statutes. If Respondent is a corporation, limited liability company, partnership, joint venture, or other legal entity, a copy of the organizational documents or agreement committing to form the organization.
- **Submittal Forms.** Respondent must provide fully completed and executed copies of forms contained in Attachment B, including, without limitation, all supporting documentation. The signature section of the SOQ must include the following statement in accordance with California Public Contract Code section 22164: “The information provided in this Statement of Qualification is certified correct under penalty of perjury by the specified design-build entity and its general partners or joint venture members.”

West Bay Sanitary District

- **Skilled Workforce Commitment.** Respondent must make an enforceable commitment that it and its subcontractors (at every tier) will use a skilled and trained workforce to perform all the work on the Project that falls within an apprenticeable occupation in the building and construction trades.
- **Bonding Capacity.** Respondent must provide notarized letter(s) from its surety (or sureties) indicating the Respondent's total bonding limit and current amount of outstanding bonds and verifying the Respondent has a minimum bonding capacity of \$56 million available for this Project (for each performance, and payment bond) as required in Section 5 of this RFQ.
- **Net Worth.** The Respondent must have a positive net worth, as determined as an average over the most recent three (3) year period (or if less than three [3] years, the Respondent's period of existence). If Respondent is a joint venture, the aggregate net worth of the joint venture members will be used to determine whether the positive net worth requirement has been met (using an average of the most recent three (3) year period, or is less than three [3] years, the members' period of existence).
- **Insurance.** Ability of the Respondent to obtain insurance (including, but not limited to, commercial general liability, automobile liability, workers' compensation and employer's liability, environmental liability, and builders risk insurance coverage, as well as errors and omissions insurance coverage for the design elements of the Project, and all other coverage associated with statutory requirements for design-build public works Projects in the State of California) meeting the minimum requirements presented in Section 5 of this RFQ.
- **Experience Modification Rate.** Demonstration that the Respondent has an Experience Modification Rate (EMR) no greater than 1.0 as documented in SOQ Appendix E.
- **Termination/Failure to Complete; Violations; and Convictions.** If any of the questions listed in Section 5 are answered in a manner that indicates that any of these unfavorable factors or events is present, the Respondent will be deemed non-responsible and the SOQ rejected.
- **Claims, Arbitration, and Litigation.** If any of the questions listed in Section 5 are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent's ability to perform its contractual commitments should it be selected as the DB Entity.

6.4 Comparative Evaluation Criteria

The District will evaluate and rank the responsive SOQs that satisfy the Responsibility Requirements by applying the weighted comparative evaluation criteria set forth below to generate the Shortlist of Respondents. The total number of points that will be used in evaluating all of the factors for this SOQ is 100, allocated as illustrated in the following table.

West Bay Sanitary District

Criterion	Maximum Score Possible	Weight Assigned	Maximum Possible Points
PROJECT TEAM (40)			
a. Project Team Organization and Profile	10	1	10
b. Key Personnel (Design and Construction)	10	3	30
EXPERIENCE (40)			
a. General DB Capabilities	10	1	10
b. Representative Projects	10	3	30
SAFETY (10)			
a. EMR and OSHA 300A Form	10	1	10
PROJECT APPROACH (10)			
a. Project Approach	10	1	10
Total Possible Score			100

6.5 Evaluation of Criteria

The following numerical ratings and descriptions will be used to determine the numerical score (any whole number between 0 and 10) that will be placed before the weight that has been assigned for each criterion as described in Section 6.4. The numbers will be multiplied to reach the weighted score for each item evaluated. Evaluation standards are set forth as follows.

TECHNICAL CRITERIA EVALUATION TABLE	
Numerical Score	Level that SOQ Demonstrates Ability of Respondent to Meet or Exceed the Performance and Technical Requirements of Project
10	Excellent
8	Very Good
6	Good
4	Satisfactory
2	Marginal
0	Unsatisfactory

6.6 Selection of Shortlist

After the evaluation process is complete, the District will notify Respondents of the rankings. The top-ranked Respondents will be selected for inclusion in the list of Shortlisted Respondents for receipt of the RFP. It is the sole discretion of the District to determine the number of Shortlisted Respondents, but it is expected that at least two (2), and no more than four (4), qualified Respondents will be shortlisted.

West Bay Sanitary District

7. Conditions for Respondents

7.1 District Authority

The procurement process for this Project is authorized under California Public Contract Code Section 22161 et seq. The District is organized and existing under the Sanitary District Act of 1924 (Cal. Health and Safety Code Section 6400, et seq.) and provides wastewater collection and conveyance services to the Cities of Menlo Park, Atherton and Portola Valley, and portions of East Palo Alto, Woodside and unincorporated areas of San Mateo and Santa Clara counties. Chapter 4 (commencing with Public Contract Code section 22160), Local Agency Design Build Project, of Part 3 of Division 2 of the California Public Contract Code, as well as Public Contract Code Section 20194 generally authorizes special districts that operate wastewater facilities, solid waste management facilities, and/or regional and local water recycling facilities to procure design-build contracts for public works projects in excess of one Million Dollars (\$1,000,000), awarding the contract under either the low bid or the best value delivery. The District Board, in resolution no. 1979 (2016) on January 13, 2016, authorized staff to begin the Design-Build Request for Qualifications/Request for Proposals for the Project.

7.2 Conflict of Interest

By submitting an SOQ, or a Proposal in the later stage of this procurement process, the Respondent represents and warrants that no Board member, officer or employee of the District is in any manner interested directly, or indirectly, in the Proposal or in the DB Contract which may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Respondent warrants and represents that it presently has no interest, and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code sections 1090 et seq. or the Political Reform Act (California Government Code sections 87100 et seq.) during the RFQ phase, the RFP phase, or the performance of services under the DB Contract. The Respondent further covenants that it will not knowingly employ any person having such an interest in the performance of the DB Contract. Violation of this provision may result in the DB Contract being deemed void and unenforceable. Additional Conflict of Interest requirements may apply during the term of any contract awarded.

In particular, by submitting an SOQ, or a Proposal in the later stage of this procurement process, the Respondent further represents and warrants that it will fully abide by and comply with the District's 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.

West Bay Sanitary District

Please see the District's COI Policy for further details.

7.3 No Assumption of Liability

Respondent understands that this RFQ and the submittal of a SOQ shall not constitute a contract with the District or binding obligation of the District. No contract is binding or official until the Proposal from Successful Shortlisted Respondent is accepted by appointed District staff, approved by the District Board, and an official contract is duly executed by the District and the DB Entity.

The District assumes no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ. All such costs shall be borne solely by each Respondent and its team members.

7.4 Rights of the District

In connection with this procurement process, including the receipt and evaluation of SOQs and development of the Short List, District reserves to itself, holds without limitation, and may exercise (at its sole and absolute discretion) all rights available to it under applicable law and/or set forth below. Such rights and conditions are in addition to and shall not serve to limit any of the specific rights and conditions set forth in this RFQ. By responding to this RFQ, Respondents acknowledge and consent to the following District rights and conditions, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in an SOQ and accept and review a non-conforming SOQ.
- Suspend and terminate the procurement process or terminate evaluations of SOQs received.
- Permit corrections (or not) to data submitted with any SOQ.
- Supplement, amend or otherwise modify this RFQ.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an SOQ.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs.
- Seek clarification from any Respondent to fully understand information provided in the SOQ and to help evaluate and rank the Respondents.
- Reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the District.
- Eliminate any Respondent that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFQ, or is otherwise deemed to be unqualified or not responsible during any stage of the procurement process.
- Determine that any or all Respondents will not be qualified for further consideration and to notify such Respondents of the District's determination.
- Conduct an independent investigation of any information, including prior experience, identified in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means (including, but not limited to, visiting and examining any of the facilities referenced in the SOQs).

West Bay Sanitary District

- Request additional information from a Respondent during the evaluation of its SOQ.
- Reject all responses to the RFQ or RFP.
- Decide not to award a DB Contract as a result of this procurement process, for any reason.
- Determine that any or all of the Respondents will not be qualified for further consideration and notify such Respondents of the District's determination.
- At any time prior to execution of the DB Contract, amend the contract services, omit services therein, or include services not currently contemplated therein.
- Take all any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the District's best interest.
- During the SOQ evaluation process, request copies of teaming agreements between the Respondent and participating firms making up the Respondent's team identified in the organizational chart.

7.5 Public Record

All responses to this RFQ become property of the District and will be kept confidential (subject to the requirements of the California Public Records Act) until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Unless the information is exempt from disclosure by law, the content of any SOQ, request for explanation, Proposal, or any other written communication between the District and any Respondent, and between District employees or consultants, regarding the procurement, may be subject to disclosure to the public.

If a Respondent believes any communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to the Respondent's competitive position if disclosed, the Respondent shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a SOQ with portions marked "confidential," a Respondent represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Respondent may not designate its entire SOQ as confidential. The District will not honor such designations and will disclose submittals so designated to the public.

If a Respondent requests that the District withhold from disclosure information identified as confidential, and the District complies with the Respondent's request, Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondent information. Respondent shall not make a claim, sue, or maintain any legal action against the District or their directors, officers, employees, or agents concerning the withholding from disclosure of Respondent information. If Respondent does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

In any event, the District shall have no liability to Respondent for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties (Legal Disclosure Requirements). Nothing contained herein shall be construed as requiring or obligating the District to withhold information in violation of the California Public Records Act or other laws or Legal Disclosure Requirements.

7.6 Obligation to Keep Project Team Intact

Respondents are advised that all Project Team members and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process. If extraordinary circumstances

West Bay Sanitary District

require a change, it must be submitted in writing to the District Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration. The District has no obligation to approve any requested change to the Project Team, and requested changes may cause the District to eliminate the Respondent from proposing upon the RFP.

In the event that a Shortlisted Respondent decides to request a change, the request must be made as soon as feasible (to maximize the chances of the District approving the request) and the request shall be made in writing to the District Contact no later than ten (10) calendar days prior to the date Proposals are due in response to the RFP.

Shortlisted Respondents shall not substitute members of the Project Team except upon written approval by the District. District approval will be granted only subject to the requirements of this Section, and only if the District determines that the proposed change does not decrease the Shortlisted Respondent's capability and experience with respect to its qualifications information that was submitted in the Respondent's SOQ.

7.7 Equal Opportunity

The District hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit SOQs and Proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.

7.8 Appeal

7.8.1 General

The District will entertain appeals regarding this RFQ process only as set forth in this Section. The appeal process presented in this RFQ, and to be provided in the RFP, will take precedence in the case of any conflict with the appeal processes contained in the District's Policies and Procedures.

The District will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

Appeals shall be in writing and hand delivered or sent via certified mail to be received by the District Contact within five (5) calendar days from receipt of the notice from the District advising of which Respondents are shortlisted. The District Contact will respond to an appeal in writing within ten (10) business days of receipt, and the District Director's determination shall be final.

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFQ. A Respondent's failure to comply with the procedures set forth herein will result in rejection of the appeal and constitute a waiver of any right to further pursue a protest or appeal (including, but not limited to, filing a Government Code claim or legal proceeding). If the District determines the appeal to be frivolous, the Respondent originating the appeal may be determined to be irresponsible and may be ineligible for future purchase orders and/or contracts.

7.8.2 RFQ Content Appeal

West Bay Sanitary District

Appeals may be based upon restrictive requirements or alleged improprieties in the RFQ that are apparent or reasonably should have been discovered prior to the District's receipt of SOQs. Such appeals shall be written and hand delivered or sent via certified mail to be received by the District Contact at least fourteen (14) calendar days prior to the District's receipt of SOQs. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

7.8.3 Other Appeals

Appeals may also be based upon alleged improprieties that are not apparent in the RFQ or that could not reasonably have been discovered prior to the District's receipt of the SOQs. Such appeals are limited to: 1) the District's failure to follow its own appeal procedures set forth in this Section; and 2) other procedural errors in the RFQ process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals shall be in writing and hand delivered or sent via certified mail to be received by the District Contact within five (5) calendar days from receipt of the notice from the District advising of which Respondents are shortlisted.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFQ as described herein, a Respondent must demonstrate that an error was material and prejudicial to the Respondent's effort to become shortlisted for participation in this Project. In other words, in order to prevail, the Respondent must demonstrate that but for the District's error, the Respondent would have been deemed shortlisted.

7.9 Use of Information

Regardless of whether the District awards a DB contract, all SOQs submitted in response to this RFQ, including, but not limited to, the data, information, concepts and ideas contained therein, will become the property of the District and the District shall have the right to use such SOQs in any manner or combination it so elects, without notice or the consent of the Respondent(s).

7.10 Prevailing Wage

Respondents are hereby notified that pursuant to provisions of California Labor Code Section 1770, *et seq.*, the Respondent shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Respondent is hereby notified that the Davis Bacon Act may also apply. In addition, the Respondent shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice requirements on public works contracts. In accordance with Section 1771.1 of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. In accordance with California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.11 Laws Governing Contract

The laws of the State of California shall govern the interpretation and enforcement of the DB Contract. Legal action may be instituted only in the Superior Court of the County of San Mateo, State of California or in the Federal District Court in the Northern District of California.

7.12 Adherence to All Local, State, and Federal Laws and Requirements

The Respondent shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction, including, without limitation, those relating to the environment (including, but not limited to, those promulgated by EPA,

West Bay Sanitary District

California Department of Public Health and San Mateo County Environmental Health Department), wages (including, payment of prevailing wages and/or timely submission of certified payrolls), hours, health and safety (including, but not limited to, those promulgated by CAL-OSHA and FED-OSHA), equal employment opportunity and working conditions or which pertain in any way to the Project and/or Respondent's scope of work on the Project.

**ATTACHMENT A
DEFINITION OF TERMS**

West Bay Sanitary District

The definitions of some of the capitalized terms used in this RFP are presented below:

District – The West Bay Sanitary District, a sanitary district organized and existing under the Sanitary District Act of 1923 (the “Sanitary District Act”, California Health & Safety Code § 6400, et seq.), located in Menlo Park , California.

DB Contract – The contract to be entered into between the District and DB Entity, including the contract, all of its attachments, the SOQ, Proposal, transaction forms, and all documents incorporated into the contract by reference therein, to perform the design-build contract services for the Project.

Design-Build (DB) - A project delivery process in which both the design and construction of a project are procured from a single entity.

Design-Build (DB) Entity – a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to and will provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a DB Contract. The DB Entity will be the entity required to enter into the DB Contract with the District. The DB Entity has the overall responsibility for the Project and is ultimately the single-point of responsibility for all aspects of the design and construction of the Project.

Design-Build (DB) Team – the DB Entity itself and the individuals and other entities/firms identified by the DB Entity as members of its team. Members shall include the Lead Contractor and Lead Designer (with the understanding that one or more of these entities will be the DB Entity), Key Personnel, any additional subcontractors and subconsultants included in the SOQ (including, but not necessarily limited to, Major Subcontractors/Subconsultants), and, if utilized in the Project, all electrical, mechanical, and plumbing contractors and subcontractors.

Facilities – The reference to the collective Project components that consists generally of certain Project Elements as described in RFQ Section 2.4.

Joint Venture - An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Key Personnel – The individuals, employed by DB Entity or other firm included on the Project DB Team, who would fill certain key roles in delivery of the Project and related Design-Build services if Respondent is chosen as the DB Entity, including, but not limited to, the following positions: Project Manager, Design Manager, On- Site Construction Superintendent, and Construction Manager.

Lead Contractor – The member of the Project Team having primary responsibility for the construction subcontracting, management, supervision, and administration of the Project and holding a current, valid California Class “A” General Engineering Contractor’s License in good standing.

Lead Designer – The member of the Project Team providing professional engineering and design services and having primary responsibility for design services for the Project.

Major Subcontractor/Subconsultant – Any entity on the Project DB Team that will perform specialized construction services for the Project and/or will perform a minimum of two percent (2%) of the Project scope (by dollar value); or any entity on the Project DB Team that will perform a minimum of five percent (5%) of the design services portion of the Project scope (by dollar value).

Project –The Bayfront Recycled Water Facility Project – Design Build Services that is the subject of this

West Bay Sanitary District

RFQ and will be the subject of the RFP and ultimate DB Contract. The Project is generally described in RFQ Section 2, including, but not limited to, the Project Elements described in RFQ Section 2.4 and will be further detailed and described in the RFP and DB Contract.

Project Technical Requirements – A contract document that describes the technical requirements of the Project that will be provided as part of the RFP that shall serve, in part, as the basis of the Shortlisted Respondents’ technical and cost Proposals.

Proposal – Shortlisted Respondents’ response to the RFP issued by District, which shall consist of a detailed “best-value”- based proposal (i.e., cost, technical, and qualifications evaluated) for the Design-Build Project. The cost component of the Proposal will be submitted in a separate envelope and will consist of a guaranteed maximum price (GMP) that will be further defined in the RFP.

Respondent – The Design-Build entity/firm responding to this RFQ by submitting the SOQ, and the entity/firm proposed as the DB Entity and that, if selected by the District, will enter into the DB Contract with the District for delivery of the Design-Build services and the Project.

Responsibility Requirements – The requirements set forth in Subsection 6.3 of this RFQ that, at a minimum, must be satisfied (or waived by the District) in order for the Respondent’s SOQ to be evaluated and ranked according to the comparative evaluation criteria described in this RFQ.

Responsiveness Requirements – The requirements set forth in Subsection 6.2 of this RFQ that, at a minimum, must be satisfied (or waived by the District) in order for the Respondent’s SOQ to be evaluated and ranked according to the comparative evaluation criteria described in this RFQ.

Shortlist – A limited list of Respondents selected by the District to compete in the RFP process.

Shortlisted Respondent – Those entities who submitted an SOQ in response to the RFQ and were invited to submit Design-Build Proposals in response to the RFP. The RFP is the second step in the District’s two-step procurement process employed to procure a DB Entity for the Project.

Successful Shortlisted Respondent – The Shortlisted Respondent with the highest total Proposal score that best meets the evaluation criteria as described in the RFP and is provided with the opportunity to serve as the DB Entity and negotiate the DB Contract for the Project.

ATTACHMENT B
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**

West Bay Sanitary District

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 _____

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 _____, 2023, and submitted in response to Request for Qualifications (RFQ) issued by the West Bay Sanitary District for the Bayfront Recycled Water Facility Project – 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)

West Bay Sanitary District

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 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			

West Bay Sanitary District

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.	DIR Reg. No.
Name/Firm/Address:			
Phone No.:	E-mail:		

Form of business (corporation, LLC, partnership, joint 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 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			

West Bay Sanitary District

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, joint 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 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			

West Bay Sanitary District

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 found non-responsible if the answer to any of questions 1 through 12 is “No.”

- 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.

- Does the Respondent’s Lead Engineer 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.

- 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.

West Bay Sanitary District

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 \$2,000,000 per occurrence and \$5,000,000 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

West Bay Sanitary District

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 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 19 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

17. 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

West Bay Sanitary District

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 20 through 29 may result in immediate disqualification.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

West Bay Sanitary District

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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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

West Bay Sanitary District

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.

31. 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.

32. 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.

33. 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.

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

Yes No

If “yes,” explain on a separate page.

West Bay Sanitary District

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.

West Bay Sanitary District

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.

West Bay Sanitary District

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.

West Bay Sanitary District

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

West Bay Sanitary District

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)

West Bay Sanitary District

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):

West Bay Sanitary District

4.FINANCIAL DATA FORM

Company Name: _____

Project Proposed Role: _____

Year:	2022	2021	2020
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 12/31/21)			
L. No. of Outstanding Shares (as of 12/31/21)			

West Bay Sanitary District

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? Yes No
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: _____

West Bay Sanitary District

6. NON-COLLUSION DECLARATION FORM

NON-COLLUSION DECLARATION TO BE EXECUTED BY Proposer (BIDDER), LEGALLY NOTARIZED AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am 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 bidder 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 ____ [District], ____ [state].”

By: _____

Name: _____

Title: _____

West Bay Sanitary District

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 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.

West Bay Sanitary District

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.

West Bay Sanitary District

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 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

West Bay Sanitary District

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, any other statements made by me are true and correct.

Name (typed): _____ Signature: _____

Title: _____ Date: _____

Name of Company: _____ SOQ No.: _____

West Bay Sanitary District

9. SKILLED WORKFORCE COMMITMENT

This certification 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 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: _____ SOQ 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: _____ SOQ No.: _____

**ATTACHMENT C
INSURANCE REQUIREMENTS**

West Bay Sanitary District

Insurance

This Attachment C is illustrative of the types and limits of insurance the District expects to require for the Project, and the language that will be included in the DB Contract. The specific insurance coverage required shall be identified in the RFP. District reserves the right to modify, amend, supplement, or otherwise alter these insurance requirements. The final scope of coverage and limits of liability will be set forth in the RFP and included in the DB Contract. The general requirements are set forth below.

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 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.

DB Entity must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by DB Entity's insurance agent(s) and/or broker(s), who have been instructed by DB Entity to procure the insurance coverage required herein.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: 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. 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.
- B. **Automobile Liability**: 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.
- C. **Workers' Compensation**: 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 of the Project and/or the DB Contract.

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.
- D. **Contractor's Pollution Legal Liability**: 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.
- E. **Builder's Risk** (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

West Bay Sanitary District

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.

- F. **Professional Liability:** 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 Million Dollars (\$5,000,000) per occurrence or claim and Ten Million Dollars (\$10,000,000) aggregate to cover all services rendered by the Consultant pursuant to the DB Contract.

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.

OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following six (6) provisions:

1) *Additional Insured Status*

The District, its officers, directors, officials, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy 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 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, 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.

2) *Subcontractors*

Respondent/DB Entity shall require and verify that all subcontractors with subcontracts with a value exceeding one half of one percent maintain insurance meeting all the requirements stated herein, and Respondent/DB Entity shall ensure that the District and its officers, directors, employees, and agents are additional insureds on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3) *Notice of Cancellation*

A provision that coverage will not be cancelled or subject to reduction without written notice given to the District Clerk, addressed to _____. NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable. The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."

4) *Primary Coverage*

Respondent/DB Entity's insurance must be primary with respect to any other insurance which may be carried by the District, its officers, directors, officials, agents, volunteers, and employees, and the District's coverage must not be called upon to contribute or share in the loss. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

5) *Waiver of Subrogation*

West Bay Sanitary District

Respondent/DB Entity hereby agrees to waive rights of subrogation which any insurer of Respondent/DB Entity or may acquire from Respondent/DB Entity by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Respondent/DB Entity, its employees, agents and subcontractors.

6) Non-Compliance

The DISTRICT reserves the right to withhold payments to the Respondent/DB Entity in the event of material noncompliance with the insurance requirements outlined above (and as further set forth in the DB Contract).

ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the District.

COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by District or acceptance of the certificate of insurance by District shall not relieve or decrease the extent to which the Respondent/DB Entity may be held responsible for payment of damages resulting from Respondent/DB Entity's services or operation pursuant to the DB Contract, nor shall it be deemed a waiver of District's rights to insurance coverage hereunder.

If, for any reason, Respondent/DB Entity fails to maintain insurance coverage which is required pursuant to the DB Contract, the same shall be deemed a material breach of DB Contract. District, at its sole option, may terminate the DB Contract and obtain damages from the Respondent/DB Entity resulting from said breach. Alternately, District may purchase such required insurance coverage, and without further notice to Respondent/DB Entity, District may deduct from sums due to Respondent/DB Entity any premium costs advanced by District for such insurance.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the Respondent/DB Entity shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, directors, officials, employees, and agents; or the Respondent/DB Entity shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

EVIDENCE OF COVERAGE

Respondent/DB Entity must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the District or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Respondent/DB Entity's insurer or its agent and submitted to the District prior to execution of the DB Contract by the District.

Respondent/DB Entity shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent/DB Entity's

West Bay Sanitary District

obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

West Bay Sanitary District

ATTACHMENT D
EVALUATION PANEL ACKNOWLEDGEMENT FORM

(For Information Purposes Only – No Respondent Action Required)

West Bay Sanitary District

REQUEST FOR QUALIFICATIONS

Design-Build (DB) Services Bayfront Recycled Water Facility Project

EVALUATION PANEL Acknowledgement of the West Bay Sanitary District Conflict of Interest Statement

Anyone directly involved with the selection or letting of District contracts shall avoid any activity or situation, which involves, or creates the appearance of, an impropriety or a conflict of interest. Specifically, the panelist will adhere to the District Design-Build Contracts – Conflict of Interest Policy (available at the District office and website) and all District standards of conduct including, but not limited to:

- Not participating in any decision where neither I, nor a close relative of mine, have a financial interest;
- Not soliciting or accepting gifts, entertainment or favors from a contractor or consultant who may submit credentials, and SOQ or a Proposal in this matter;
- Not disclosing and affirmatively protecting any information that the District, contractor, consultant or prospective contractor or consultant considers confidential;
- Treating all prospective contractors and consultants with objectivity and equal conduct. Not discussing the Statement of Qualifications (SOQ) and Request for Proposals (RFP) process, or the proposed Project with contractors, or consultants who may submit credentials, or a Proposal in this matter, and
- Maintaining the integrity of the competitive process and the independence of the SOQs and Proposals by not divulging any confidential procurement information before, during, or after the letting of the contract.

I have read and acknowledge the contents of this West Bay Sanitary District Conflict of Interest Statement:

Signature

Date