

Construction Management Services for Replacement Vessel MV INTINTOLI

21-015

Addendum #1

19 January 2022

SAN FRANCISCO BAY AREA

**WATER EMERGENCY
TRANSPORTATION AUTHORITY**

SCOPE

This Addendum No. 1 consists of 3 pages and 1 attachment, it includes the following:

1. PART A INSTRUCTIONS:

Section 1 BACKGROUND

Paragraph located in Section 1 Background of RFP 21-015 Construction Management Services for Replacement Vessel MV INTINTOLI:

A contract awarded in connection with this RFP will be financed in part with federal funds. The federal requirements applicable to this RFP and any associated contract are included in **Attachment A**, Federal Requirements in Part D. The Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) participation requirements applicable to this RFP and any associated contract are included in Attachment E, DBE/SBE Requirements in Part D.

Is revised to:

A contract awarded in connection with this RFP will be financed in part with federal funds. The federal requirements applicable to this RFP and any associated contract are included in **Attachment D**, Federal Requirements in Part D. The Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) participation requirements applicable to this RFP and any associated contract are included in Attachment E, DBE/SBE Requirements in Part D.

2. PART A INSTRUCTIONS:

Section 12 FEDERAL REQUIREMENTS

Paragraph located in Section 12 Federal Requirements of RFP 21-015 Construction Management Services for Replacement Vessel MV INTINTOLI:

This RFP is subject to financial assistance from the Federal Transit Administration (FTA). Please refer to **Attachment A**, "Federal Requirements" in Part D for federal terms and conditions applicable to the RFP and any contract awarded pursuant to this RFP. If for any reason the federal financial assistance is withdrawn, WETA reserves the right to withdraw this RFP and/or terminate any contract entered into pursuant to this RFP.

Is revised to:

This RFP is subject to financial assistance from the Federal Transit Administration (FTA). Please refer to **Attachment D**, "Federal Requirements" in Part D for federal terms

and conditions applicable to the RFP and any contract awarded pursuant to this RFP. If for any reason the federal financial assistance is withdrawn, WETA reserves the right to withdraw this RFP and/or terminate any contract entered into pursuant to this RFP.

3. This Addendum includes Attachment E, "DBE/SBE Requirements" as referenced in RFP 21-015 Construction Management Services for Replacement Vessel MV INTINTOLI, Part D: Forms and Attachments.

ACKNOWLEDGMENT BY BIDDER

Each bidder is required to acknowledge receipt of all Addenda, including this Addendum No. 6 as specified in the RFP Instructions to Offerers.

ISSUED BY:

Jeff Powell
Weta

Date

ATTACHMENT E

DBE/SBE REQUIREMENTS

WETA is committed to and has adopted a Diversity Program for Contracts for the participation of Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) in WETA contracting opportunities in accordance with 49 C.F.R. Part 26, as may be amended (DBE Program). The DBE Program is incorporated by this reference and is available at:

https://weta.sanfranciscobayferry.com/sites/weta/files/weta-public/dbe/WETA_DiversityProgramforContracts-Sept2020.pdf

It is the policy of WETA to ensure nondiscrimination in the award and administration of contracts assisted by the U.S. Department of Transportation (U.S. DOT) and to create a level playing field on which DBEs and SBEs can compete fairly for contracts and subcontracts relating to WETA's construction, procurement and professional services activities. To this end, WETA has developed procedures to remove barriers to DBE and SBE participation in the bidding and award process and to assist DBEs and SBEs to develop and compete successfully outside the DBE Program. In connection with the performance of the Contract, the Contractor will cooperate with WETA in meeting these commitments and objectives. There is a 1.72% DBE/SBE project goal applicable to this project.

WETA encourages prime contractors to use financial institutions owned and controlled by socially and economically disadvantaged individuals in the community.

DBE Firm Eligibility

All DBEs firms listed by proposers for participating in the project must be certified DBEs as of the proposal due date. WETA accepts current certifications by the California Unified Certification Program (CUCP).

Resources

The DBE Database is a consolidated and automated directory that identifies firms that have been certified as DBEs by the CUCP. The DBE Database is available at: <https://caltrans.dbesystem.com/>.

Contract Assurance

Pursuant to 49 C.F.R. §26.13, and as a material term of any agreement with WETA, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors or subconsultants in the performance of this contract:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

DBE Reporting Requirements

During the contract term, the Contractor must submit WETA Form 6 and WETA Form 7, as applicable, in accordance with instructions provided by WETA.

The Contractor must maintain records of all DBE/SBE participation in the performance of this contract, including subcontracts entered into with certified DBEs/SBEs and all materials purchased from certified DBEs/SBEs. The Contractor and any certified DBE/SBE subcontractor/subconsultant must maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of WETA.

The Contractor must promptly notify WETA whenever a DBE/SBE subcontractor performing work related to this contract is terminated or fails to complete its work. WETA reserves the right to require the Contractor or its subcontractors to provide additional information related to DBE/SBE participation.

Prompt Payment Requirements

The Contractor is required to pay its subcontractors for satisfactory performance of work related to this contract no later than 30 days after the Contractor receives payment for that work from WETA. In addition, the Contractor is required to pay all retainage owed to subcontractors for satisfactory completion of work no later than 30 days after the Contractor's receipt of payment for that work from WETA.

Confidentiality

To the extent permitted by law, the identity of an individual who submits a complaint related to the administration of WETA's DBE Program ("complainant") will be kept confidential, at the complainant's election. If such confidentiality will hinder an investigation, proceeding or hearing conducted by WETA or U.S. DOT, or result in a denial of appropriate administrative due process to other parties, WETA will advise the complainant for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing.

Cooperation

WETA agrees to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information by U.S. DOT. All participants in WETA's DBE Program (including, but not limited to, all proposers or bidders subject to this Program, DBE firms, complainants and appellants, and contractors and subcontractors using DBE firms to meet an overall, project or contract goal) are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information by U.S. DOT or WETA. Failure to do so will be grounds for appropriate action against the party involved, as determined by WETA and/or U.S. DOT (e.g., with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Intimidation and Retaliation

All participants in WETA's DBE Program (including, but not limited to, all proposers or bidders subject to this Program, DBE firms, complainants and appellants, and contractors and subcontractors using DBE firms to meet an overall, project or contract goal) must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with

any right or privilege secured by the applicable federal regulations or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the applicable federal regulations. A violation of this provision constitutes noncompliance with 49 CFR section 26.109 and will be grounds for appropriate enforcement action against the party involved, as determined by WETA and/or U.S. DOT.

Enforcement

WETA will monitor compliance of its contractors on federally-assisted contracts with the requirements of the 49 CFR Part 26 and WETA's DBE Program. WETA may impose such contract remedies as are available under federal, state and local law and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.