

5,000 Gallon Diesel Exhaust Fluid (DEF) Tank

RFQ 20-005

Request for Quotations

Scope of Work, Professional Services
Agreement, and Forms

July 21, 2020

SAN FRANCISCO BAY AREA

**WATER EMERGENCY
TRANSPORTATION AUTHORITY**

San Francisco Bay Area Water Emergency Transportation Authority
Request for Quotations for 5,000 Gallon Diesel Exhaust Fluid (DEF) Tank
Contract No. 20-005

Issued: July 21, 2020

The San Francisco Bay Area Water Emergency Transportation Authority (WETA) requests quotations from qualified firms for a 5,000 Gallon Diesel Exhaust Fluid (DEF) Tank in the tank compartment of the Service Float located at WETA's North Bay Operations & Maintenance Facility in Vallejo, CA (the Project), as described in the Scope of Services attached to this Request for Quotations as Exhibit A.

Timeline

| | |
|--|-------------------------------------|
| Quotations Due: | 2:00pm local time on August 6, 2020 |
| Requests for Clarifications Due: | July 29, 2020 |
| Anticipated Date of Notice to Proceed: | August 14, 2020 |
| Anticipated Time of Performance: | August 17 to September 18, 2020 |

Requests for Clarification

Submit all requests for clarification in writing to Tim Hanners, Project Manager, at Hanners@watertransit.org by the date and time in the Timeline set forth above.

Quotation Submission Instructions

Submit completed and signed forms, attached as Exhibit C, and the Bid Form, attached as Exhibit D, in PDF format via electronic mail to Tim Hanners, Project Manager, at Hanners@watertransit.org by the date and time in the Timeline set forth above. Quotations must include fully signed and completely executed forms and Bid Form, as required herein, see Exhibits C and D.

Sample Agreement

WETA's sample agreement for this Project is attached as Exhibit B. The sample agreement contains the terms and conditions, including federal requirements, applicable to this Project. Bidders are responsible for reviewing and considering the sample agreement requirements when preparing quotations. By submitting a quotation, bidders are deemed to have accepted all terms and conditions in the sample agreement.

Quotation Evaluation and Contract Award

WETA reserves the right to reject or accept any quotation, to waive any minor irregularities in quotations or procurement procedures, and to request additional information from bidders at any stage of the evaluation process. WETA intends to award this contract to the responsible bidder submitting the lowest responsive quotation, see required Bid Form (Exhibit D). WETA reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the Project at any time. WETA will not reimburse any firm for costs incurred as a result of preparing or submitting a quotation, including negotiating with WETA on any matter related to this procurement. If a contract is awarded, the selected bidder must execute and deliver execution copies of the contract within ten (10) working days of receipt, together with all required documents, including but not limited to, insurance certificates.

Confidentiality

The California Public Records Act (Government Code Sections 6250 et seq.) mandates public access to government records. Unless the information is exempt from disclosure by law, the content of the quotation, as well as any other written communication between WETA and the bidder, may be a public record that must be made available to the public. A bidder may not designate its quotation as confidential.

Ex Parte Communications

Bidders and bidders' representatives may not communicate orally with an officer, director, employee, or agent of WETA, outside the procedures set forth in this procurement, until after a Notice to Proceed has been issued by WETA. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of WETA during a public meeting. Any written communication regarding this Request for Quotations between a bidder or a bidder's representative and WETA's General Manager, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process set forth in this procurement, before WETA issues a Notice to Proceed, will be available for disclosure to the general public.

Conflicts of Interest

By submitting a quotation, the bidder represents and warrants all of the following:

1. No director, officer or employee of WETA is in any manner interested directly or indirectly in the quotation or in the Agreement 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.
2. The bidder 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 Sections 87100 et seq. during the performance of services under this Agreement.
3. The bidder no organizational conflicts of interest at this time. Alternatively, the bidder must disclose all known organizational conflicts of interest in its quotation. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to WETA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

No person previously in the position of director, officer, employee or agent of WETA may act as an agent or attorney for, or otherwise represent, the bidder by making any formal or informal appearance, or any oral or written communication, before WETA, or any officer or employee of WETA, for a period of twelve (12) months after leaving office or employment with WETA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract. See Exhibit B for additional conflict of interest provisions applicable to this Project.

Diversity Program for Contracts

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 CFR Part 26, as may be amended. It is the policy of WETA to ensure nondiscrimination in the award and administration of contracts assisted by the U.S. Department of Transportation. The bidder must cooperate with WETA in meeting these commitments and objectives. There is no DBE/SBE contract-specific goal or DBE/SBE project goal applicable to this Project.

The bidder must submit the following forms, attached as Exhibit C, to WETA with its quote:

- (1) the Prime Contractor/Consultant and Subcontractors/Subconsultants/Supplier Report;
- (2) the SBE Affidavit of Size for its firm, if applicable, and for any SBE subcontractors, subconsultants, or suppliers proposed to perform the services under this contract; and
- (3) the Description of the Selection Process of Subcontractors/Subconsultants/Suppliers, if applicable.

**END of RFQ
Exhibits and Forms Follow**

Scope of Work for 5,000 Gallon DEF Tank

1. Prepare shop drawings, fabricate, test, and install a 5,000 gallon diesel exhaust fluid (DEF) tank to be installed in the tank compartment of the Service Float located at WETA's North Bay Operations & Maintenance Facility in Vallejo, CA. The tank shall be located as close as possible to the float's centerline. Without limiting the generality of the scope of work described above, the work at a minimum includes all of the following elements,
2. All work must be completed within thirty (30) days from WETA's issuance of a Notice to Proceed.
3. Prepare a detailed fabrication (shop) drawing for WETA approval prior to ordering materials.
4. Procure all required materials, consumables, and components.
5. Mobilize to the site. Using a Marine Chemist, certify the work space for personnel entry and hot work. Maintain the space for the duration of the work. Provide mechanical ventilation to the space during all hours of work.
6. Perform all work in accordance with WETA's safety plan, industry standard best practices, and instructions provided by WETA representatives. Contractor must comply with all local and state health orders issued in response to the Covid-19 pandemic as may be in place and applicable at any time during the course of performance under this agreement.
7. During all welding ensure that the Welding Disconnect Checklist has been performed and verified to prevent damage to sensitive electronics located on the service float.
8. Open up an appropriate shipping portal in the Service Float by cutting a rectangular slot in the concrete and steel deck above the fabrication site within the Service Float, just to the south of the Service Float deckhouse. Existing hatches can be used for materials that can be accommodated, and for personnel access. Provide shelter over the shipping portal when not in use to preclude entry of rainwater or debris. Provide barriers and signage to prevent personnel hazards associated with the deck openings. Ensure safe crew access around the shipping portal.
9. Deliver all required materials to the work area. Provide weight handling equipment and services to deliver all materials to the work site.
10. Assemble and weld out a ±5,000 gallon DEF tank in accordance with the WETA approved drawing. The tank shall be fabricated using ¼" 316L stainless steel plate and appropriate shapes. Dimensions and tank location to be proposed by the Contractor as part of Items 1 and 2 above. Final dimensions and tank location are subject to WETA review and approval.
11. Provide continuous fire watch and portable extinguishers during all periods of hot work.
12. Incorporate internal baffles to preclude free surface effects.
13. Reinforce the existing Service Float bottom structure as required to accommodate the new tank.

14. For all areas of disturbed steel structure and work incidental to the new tank, including all existing steel structure under the footprint of the new tank once constructed, perform the following:
 - a. De-scale and clean all steel structure.
 - b. Prepare all surfaces to SSPC-SP3 using power tools to create a paint profile.
 - c. Apply two full coats of Intershield 300V anti-corrosive paint to all prepared areas.
 - d. Apply two full coats of Interthane 990HS to match surrounding scheme.
15. Projected fill rate for the tank will be 100 GPM.
16. Provide tank penetrations to accommodate the following:
 - a. 1½" tank fill line from shore, terminating 3" below the tank top.
 - b. 2" tank vent line, terminating just below the tank top.
 - c. Provide two additional 2" NPT female piping penetrations with plugs.
 - d. 8" diameter raised bolted flange penetration to accommodate a submersible DEF pump (see Item 17), including 1" DEF delivery line piping connection and electrical power cord fitting.
 - e. Provide for a flanged 316L SS ball valve bottom drain with SS drip tray, located on the side of the tank just off the tank bottom.
 - f. Tank level indicator penetrations, provide two 2" FPT bungs compatible with facility tank monitoring hardware, details can be provided by Lescure Company, Inc. at (925) 283-2528, POC is: Brian Lescure.
 - g. Bolted raised flange personnel access hatch, flat oval 18" x 24" for future tank inspection and cleaning.
 - h. All tank penetrations shall all be socket-weld couplings to minimize the use of threaded connections to the greatest extent possible.
 - i. All fasteners shall be 316L SS.
17. Install a submersible DEF pump Blue Diver BD-1200 on a flange mounted 1" diameter discharge riser to accommodate future removal, repair, or replacement of the pump including provision for a pigtail to be wired to a junction box by others. Pump motor is 115VAC 1HP. Provide footpad in the DEF tank bottom to accommodate the submersible pump based on OEM recommendations.
18. Air test the completed tank @ 1.5 PSI to prove tightness to the WETA Representative.
19. Once all tank fabrication is complete and tightness has been proven, perform a final cleaning of the tank interior and present the tank to WETA representatives for final inspection. Upon WETA approval, install covers or plugs on all tank penetrations.
20. Following acceptance and final inspection by WETA personnel, close up the shipping deck portal by welding in a steel deck insert to match existing. Prepare all disturbed areas of steel in the float overhead of the Service Float to SSPC-SP3 to create a paint profile.
21. Apply two full coat of Intershield 300V anti-corrosive paint to all prepared areas.
22. Apply two full coats of Interthane 990HS to match surrounding scheme.

23. Replace the concrete over the shipping portal deck cut in kind and finish to match existing concrete.
24. Clean all work areas to the satisfaction of the WETA representative.
25. Demobilize from the site.

Note: This Scope of Work does not include final piping, electrical, and tank level indicator installation. Such work will be completed by others.

PROFESSIONAL SERVICES AGREEMENT #20-005

between

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

and

[CONTRACTOR]

This Agreement is made and entered into as of _____ (Effective Date), by and between the San Francisco Bay Area Water Emergency Transportation Authority, (WETA) and _____ (Contractor). For purposes of this Agreement, WETA and the Contractor may be referred to individually as a "Party" or together, as "Parties."

RECITALS

WHEREAS, WETA desires Contractor to furnish **[SERVICES]**, as described in the Scope of Services, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Contractor desires to provide such services, has represented that it is qualified to perform such services, and has submitted a written quotation, dated **[DATE]**, a copy of which is attached and incorporated as Exhibit B.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**1. RENDITION OF SERVICES**

The Contractor agrees to provide professional services to WETA in accordance with the terms and conditions of this Agreement. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

The scope of the Contractor's services is as set forth in Exhibit A and Exhibit B. The Contractor is responsible for performing all work necessary to complete, in a manner satisfactory to WETA, the work described in this Agreement, and in any properly approved change orders or amendments.

3. TIME OF PERFORMANCE

The Contractor must commence work upon the WETA's issuance of a written notice to proceed, and unless the Agreement is terminated sooner pursuant to Section 21, must complete all work by **[DATE]**.

4. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that **[CONTRACTOR'S PROJECT MANAGER]**, will serve as the primary staff person of the Contractor to undertake, render and oversee all of the services under this

Agreement (Key Personnel) **[INSERT OTHER KEY PERSONNEL IF NECESSARY]**. The Contractor may not reassign Key Personnel or assign another resource to the Key Personnel role until and unless WETA, in its sole discretion, approves a replacement in writing. WETA reserves the right to direct the removal of any personnel, including but not limited to Key Personnel, when in WETA's opinion the individual's performance is unsatisfactory. Replacement of personnel will not excuse the Contractor from compliance with all of the requirements of this Agreement, including any schedule.

5. **COMPENSATION**

The Contractor agrees to perform the services set forth in Section 2 for the Total Contract Price of **[PRICE]** in accordance with Exhibit A and Exhibit B. This Total Contract Price amount includes all labor, materials, taxes, overhead, insurance, travel expenses, employee benefits, profit, and other costs and expenses incurred by the Contractor. WETA will pay the Contractor in accordance with Section 6.

6. **MANNER OF PAYMENT**

WETA will compensate the Contractor based on the milestones set forth herein.

| Milestone | Amount |
|---|-----------------------------|
| Mobilization | 15% of Total Contract Price |
| WETA approval of shop drawings | 15% of Total Contract Price |
| Tank fabrication 50% complete | 30% of Total Contract Price |
| Tank fabrication 100% complete and air tested | 30% of Total Contract Price |
| Final cleaning to the satisfaction of the WETA representative and demobilization from the work site | 10% of Total Contract Price |

The Contractor may submit invoices on a monthly basis for each complete calendar month. The Contractor must submit invoices to WETA as soon as possible but no later than 30 days after the end of each month. All invoices must include the contract number, the milestone for which the Contractor is requesting payment, the full name, phone number, and email of the person to contact with invoice questions.

WETA will endeavor to pay approved invoices within thirty (30) days of their receipt. If WETA objects to any invoice submitted by the Contractor, WETA will so advise the Contractor in writing giving reasons for its objection. If any invoice submitted by the Contractor is disputed by WETA, only that portion so disputed may be withheld from payment and the Contractor must continue to perform diligently during the pendency of any dispute resolution process that may ensue.

PDF invoices should be emailed to the WETA project manager, Marty Robbins, robbins@sanfranciscobayferry.com with cc: to payables@watertransit.org. No hard copy invoices are required if WETA acknowledges receipt of the email invoice.

7. COMPONENT PARTS OF THE AGREEMENT

This Agreement consists of the following documents, all of which are incorporated into the Agreement by this reference. In the event of any conflict of inconsistency between the following documents, they are listed in order of precedence:

- (a) This Agreement
- (b) Exhibit A, Scope of Services
- (c) Exhibit B, Contractor's Quotation, as accepted by WETA
- (d) Exhibit C, Insurance Requirements
- (e) Exhibit D, DBE/SBE Forms
- (F) Exhibit E, Insurance Requirements

8. NOTICES

All communications relating to the day-to-day activities of the project will be exchanged between WETA's Project Manager for this work Martin Robbins (email at robbins@sanfranciscobayferry.com and phone number (415) 726-0356) and the Contractor's **[CONTRACTOR'S DESIGNATED REPRESENTATIVE]**.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto will be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to WETA: San Francisco Bay Area Water Emergency Transportation Authority
Attn: Tim Hanners
9 Pier, Suite 111
San Francisco, CA 94111

If to the Contractor: **[CONTRACTOR'S POC and ADDRESS]**

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

9. OWNERSHIP OF WORK

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Contractor will be and are the property of WETA. WETA will be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work must be immediately delivered to WETA. If any materials are lost, damaged or destroyed before final delivery to WETA, the Contractor must replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to materials prepared under this

Agreement are hereby assigned to WETA. The Contractor agrees to execute any additional documents which may be necessary to evidence such assignment.

The Contractor represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

10. CONFIDENTIALITY

Any WETA materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement must be held in confidence by the Contractor, who must exercise all reasonable precautions to prevent the disclosure of such materials to anyone except the officers, employees, and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Contractor, its employees, subcontractors, and agents may not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of WETA.

11. USE OF SUBCONTRACTORS

The Contractor may not subcontract any services to be performed by it under this Agreement without the prior written approval of WETA. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement. The Contractor will be solely responsible for reimbursing any subcontractors, and WETA will have no obligation to them.

12. CHANGES

WETA may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation set forth in Section 5 or in the time of required performance as set forth in Section 3, or both.

In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule or the amount of compensation specified herein, the Contractor must so advise WETA immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and must set forth the proposed adjustment in schedule or compensation. The Contractor must give this notice to WETA prior to performing work or services related to any proposed adjustment. The pertinent changes must be expressed in a written supplement to this Agreement prior to implementation of such changes.

13. RESPONSIBILITY; INDEMNIFICATION

To the maximum extent allowable by law, the Contractor must indemnify, keep and save harmless WETA and its respective directors, officers, agents, and employees against any and all suits, claims, or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, including without limitation any unlawful handling, use, storage, transportation, release or disposal of hazardous or nonhazardous chemicals, substances, materials or wastes, arising from the performance of this Agreement by the Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Contractor further agrees to defend any and all such actions, suits or claims, with counsel acceptable to WETA in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against any Indemnitee in any such action, the Contractor must, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

14. INSURANCE

The Contractor is required to procure and maintain at its sole cost and expense the insurance coverage listed in Exhibit E.

15. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor are deemed to be an agent or employee of WETA. The Contractor is and will be an independent contractor, and the legal relationship of any person performing services for the Contractor is one solely between that person and the Contractor.

16. ASSIGNMENT

The Contractor may not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of WETA.

17. WARRANTY AND PROCEDURE/PERFORMANCE GUARANTY

All work performed by the Contractor shall be warranted to be free of material and workmanship defects for a period of one calendar year from the date of completion.

18. WETA WARRANTIES

WETA makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

19. WETA REPRESENTATIVE

Except when approval or other action is required to be given or taken by the WETA Board of Directors, the WETA Executive Director, or such person or persons as she may designate in writing from time to time, represents and acts for WETA.

20. DISPUTE RESOLUTION

WETA and the Contractor agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by WETA, the Contractor must continue performance under this Agreement while matters in dispute are being resolved. The Contractor must file a government claim in accordance with Government Code Section 900 et seq. prior to initiating any civil action. The Superior Court of California, County of San Francisco and the United States District Court for the Northern District of California have exclusive jurisdiction over any disputes arising out of this Agreement.

21. TERMINATION

WETA has the right to terminate this Agreement at any time for cause or for convenience (including, but not limited to, for non-appropriation of funds) by giving written notice to the Contractor. Upon receipt of such notice, the Contractor must not commit itself to any further expenditure of time or resources. If the Agreement is terminated for any reason other than a breach or default by the Contractor, WETA will pay the Contractor all sums actually due and owing from WETA for all services performed and all expenses incurred up to the day written notice of termination is given, in accordance with the provisions of Sections 5 and 6, plus any costs reasonably and necessary incurred by the Contractor to effect such termination.

If the Agreement is terminated for breach or default, WETA will provide the Contractor a reasonable opportunity to cure any breach or default prior to termination. If the Agreement is terminated for breach or default, WETA will pay the Contractor an amount to cover only those services actually performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The Contractor must reasonably cooperate with a transition to another service provider in the event of any termination. A failure to so cooperate is a basis for converting a termination for convenience into a termination for default. Upon termination for any reason, the Contractor must transfer title to WETA (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by WETA the work in progress, completed work, and all other material produced as a part of, or acquired in respect of the performance. All data, work in process, completed work, and other material produced as a part of, or acquired in respect of the performance, whether complete or incomplete, must be delivered promptly to WETA in native format, or other such format as instructed by WETA.

In the event of termination, WETA will not in any manner be liable for the Contractor's actual or projected lost profits had the Contractor completed the services required by this Agreement.

22. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All of the Contractor's and its subconsultant's costs incurred in the performance of this Agreement will be subject to audit. The Contractor and its subconsultants must permit WETA, the State Auditor, the FTA Administer and the Comptroller General of the United States, and their authorized representatives to audit, inspect, examine, make excerpts from, transcribe, and copy the Contractor's books, work, documents, papers, materials, payrolls records, accounts and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Contractor pursuant to this Agreement. The Contractor must also provide such assistance

as may be required in the course of such audit. The Contractor must retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain the same until WETA, the State Auditor, the FTA Administer and the Comptroller General of the United States or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

If, as a result of the audit, WETA's auditor or staff, the State Auditor, the FTA Administer or the Comptroller General of the United States determines that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Contractor agrees to reimburse WETA for those costs within sixty (60) days of written notification by WETA.

23. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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 Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

24. NON-DISCRIMINATION ASSURANCE

The Contractor will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor will obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as WETA deems appropriate.

During the performance of this Agreement, Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin,

physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

25. FEDERAL REQUIREMENTS

A. FLY AMERICA REQUIREMENTS.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

B. ENERGY CONSERVATION.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 49 U.S.C. §§ 6321 et seq.

C. FEDERAL CHANGES.

The Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (26) dated October 1, 2019) between WETA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply constitutes a material breach of this Agreement.

D. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

WETA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and is not subject to any obligations or

liabilities to WETA, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause may not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

E. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses may not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

F. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.

This contract is a covered transaction for purposes of 49 CFR Part 180. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 180.995, or affiliates, as defined at 49 CFR 180.905, are excluded or disqualified as defined at 49 CFR 180.940 and 180.935.

The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into. The Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by WETA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to WETA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. CIVIL RIGHTS REQUIREMENTS.

The following requirements apply to the underlying contract:

i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action includes, but is not 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR

Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

iii. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I. RECYCLED PRODUCTS.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

J. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms are deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor may not perform any act, fail to perform any act, or refuse to comply with any WETA requests which would cause WETA to be in violation of the FTA terms and conditions.

L. DIVERSITY PROGRAM FOR CONTRACTS

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 CFR 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/2022/WETADiversityProgramforContractsAugust2016_Final.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 no DBE/SBE contract-specific goal or DBE/SBE project goal applicable to this project.

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.

26. CONFLICT OF INTEREST

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a consultant of WETA is subject to the same conflict of interest prohibitions that govern WETA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, the Contractor and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Contractor may be required to publicly disclose financial interests under WETA's Conflict of Interest Code. Upon receipt, the Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by WETA.

No person previously in the position of director, officer, employee or agent of WETA may act as an agent or attorney for, or otherwise represent, the Contractor by making any formal or informal appearance, or any oral or written communication, before WETA, or any officer or employee of WETA, for a period of twelve (12) months after leaving office or employment with WETA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Contractor must take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to WETA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The Contractor may not engage the services of any subcontractor or independent consultant on any work related to this Agreement if the subcontractor or independent consultant, or any employee of the subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Contractor immediately must provide WETA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, WETA becomes aware of an organizational conflict of interest in connection with the Contractor's performance of the work hereunder, WETA will similarly notify the Contractor. In the event a conflict is presented, whether disclosed by the Contractor or discovered by WETA, WETA will consider the conflict presented and any alternatives proposed and meet with the Contractor to determine an appropriate course of action. WETA's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the Contractor must maintain lists of its employees, and the subcontractors and independent consultant used and their employees. The Contractor must provide this information to WETA upon request. However, submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist. The Contractor must retain this record for five years after WETA makes final payment under this Agreement. Such lists may be published as part of future WETA solicitations.

The Contractor must maintain written policies prohibiting organizational conflicts of interest and must ensure that its employees are fully familiar with these policies. The Contractor

must monitor and enforce these policies and must require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this Section may subject the Contractor to damages incurred by WETA in addressing organizational conflicts that arise out of work performed by the Contractor, or to termination of this Agreement for breach.

27. HAZARDOUS CHEMICALS OR WASTES

For the purposes of this Section only, the term "claims" includes (a) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction, and (b) any claim, cause of action, or administrative or judicial proceeding brought against WETA, its directors, agents or employees, or for any loss, cost (including reasonable attorney's fees), damage, or liability, sustained or suffered by any person or entity, including WETA. The Contractor will bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals, substances or wastes during the course of performance of this Agreement. The Contractor must immediately report any such release to Tim Hanners. The Contractor will be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against WETA by any agency as a result of such release and will hold harmless, indemnify, and defend WETA from any claims arising from such release.

If the performance of this Agreement creates any hazardous wastes, those wastes will be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor will dispose of the wastes under its own EPA generator number. In no event will WETA be identified as the generator. The Contractor must notify Tim Hanners of any such hazardous wastes and WETA reserves the right to a copy of any test conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor will hold harmless, indemnify, and defend WETA from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor.

28. PUBLICITY

The Contractor, its employees, subcontractors, and agents may not refer to WETA, or use any logos, images or photographs of WETA for any commercial purpose, including, but not limited to, advertising, promotion or public relations, without WETA's prior written consent. Such written consent will not be required for the inclusion of WETA's name on a customer list.

29. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable legal fees.

30. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement may not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

31. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

32. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

33. COMPLIANCE WITH LAWS

The Contractor and its employees, agents, and subconsultants performing the services under this Agreement must at all times comply with all applicable local, state, federal laws, ordinances, statutes, and regulations in effect at the time Services under this Agreement are performed. The Contractor must indemnify, defend, and hold harmless WETA from and against any and all claims or expenses caused or occasioned directly or indirectly by its failure to so comply. This indemnification survives the termination or expiration of the Agreement.

34. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California.

35. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

36. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including all components listed in Section 7, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CONTRACTOR*:

WETA:

SAN FRANCISCO BAY AREA WATER
EMERGENCY TRANSPORTATION
AUTHORITY

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: Nina Rannells

Title: _____

Title: Executive Director

Approved as to form:

Legal Counsel to WETA

** This Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to WETA is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)
REQUEST FOR QUOTATIONS FOR 5,000 GALLON
DIESEL EXHAUST FLUID (DEF) TANK**

**PRIME CONTRACTOR/CONSULTANT AND
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT**

Section A: Prime Consultant/Contractor (Offerer) Information:

1. RFQ # and Name: _____
2. Offerer's Name: _____
3. Address: _____
4. Phone: _____ Email: _____
5. Owner or Contact Person: _____
6. Title: _____
7. Offerer NAICS Codes: _____
8. Is your firm a Small Business Enterprise (SBE)?: Yes No
9. If your firm is a DBE or SBE please list certification type or No. and Certifying Agency:

10. If your firm is an SBE, please read and fill out, if applicable, the SBE Affidavit of Size form and attach a copy of your firm's certification.
11. Age of your firm: _____
12. Annual Gross Receipts (please check one):
Below \$500K: _____ \$500K-\$1M: _____ \$1M-\$4M: _____ \$6M-\$13M: _____ Above \$13M: _____

Section B: Subcontractor/Subconsultant/Suppliers Information

You must include the DBE/SBE certification number in column 7 for each DBE/SBE subcontractor listed, and if applicable fill out SBE Affidavit of Size form included in proposal document. Attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above. Offerors MUST provide the following information on ALL subcontractors/subconsultants/ suppliers that provided Offeror a bid, quote, or proposal for work, services or supplies associated with this RFQ pursuant to Authority's sub-proposal reporting requirements. Include all sub-proposal acceptance(s) AND rejection(s). Please carefully read all instructions on page 5.

| DBE/SBE PARTICIPATION | | | | | | | | | |
|---|---|--|------------------------------------|------------------------------------|---------------------------------------|---|---|--|---|
| 1. Subcontractor/ Subconsultant/ Supplier | 2. Annual Gross Receipts (check one) | 3. Contractor's License No. (if applicable) | 4. Certified DBE (Yes/No) | 5. Certified SBE (Yes/No) | 6. DBE/SBE Certifying Agency | 7. DBE Certification No. &/or SBE Type | 8. Describe Work or Type of Materials/Supplies <u>and list NAICS Codes</u> | 9. Proposal Accepted (Yes/No) | 10. Percentage of Contract Participation |
| Name: | Below \$500K | | | | | | | | |
| Address: | \$500K-\$1M | | | | | | | | |
| | \$1M-\$4M | | | | | | | | |
| Contact Person: | \$4M-\$6M | | | | | | NAICS Codes: | | |
| Phone: | \$6M-\$13M | | | | | | | | |
| Email: | Above \$13M | | | | | | | | |
| Age of Firm: | | | | | | | | | |
| Name: | Below \$500K | | | | | | | | |
| Address: | \$500K-\$1M | | | | | | | | |
| | \$1M-\$4M | | | | | | | | |
| Contact Person: | \$4M-\$6M | | | | | | NAICS Codes: | | |
| Phone: | \$6M-\$13M | | | | | | | | |
| Email: | Above \$13M | | | | | | | | |
| Age of Firm: | | | | | | | | | |
| Name: | Below \$500K | | | | | | | | |
| Address: | \$500K-\$1M | | | | | | | | |
| | \$1M-\$4M | | | | | | | | |
| Contact Person: | \$4M-\$6M | | | | | | NAICS Codes: | | |
| Phone: | \$6M-\$13M | | | | | | | | |
| Email: | Above \$13M | | | | | | | | |
| Age of Firm: | | | | | | | | | |

| DBE/SBE PARTICIPATION | | | | | | | | | |
|---|---|--|------------------------------------|------------------------------------|---------------------------------------|---|---|--|---|
| 1. Subcontractor/ Subconsultant/ Supplier | 2. Annual Gross Receipts (check one) | 3. Contractor's License No. (if applicable) | 4. Certified DBE (Yes/No) | 5. Certified SBE (Yes/No) | 6. DBE/SBE Certifying Agency | 7. DBE Certification No. &/or SBE Type | 8. Describe Work or Type of Materials/Supplies and list NAICS Codes | 9. Proposal Accepted (Yes/No) | 10. Percentage of Contract Participation |
| Name: | Below \$500K | | | | | | | | |
| Address: | \$500K-\$1M | | | | | | | | |
| | \$1M-\$4M | | | | | | | | |
| Contact Person: | \$4M-\$6M | | | | | | NAICS Codes: | | |
| Phone: | \$6M-\$13M | | | | | | | | |
| Email: | Above \$13M | | | | | | | | |
| Age of Firm: | | | | | | | | | |
| Name: | Below \$500K | | | | | | | | |
| Address: | \$500K-\$1M | | | | | | | | |
| | \$1M-\$4M | | | | | | | | |
| Contact Person: | \$4M-\$6M | | | | | | NAICS Codes: | | |
| Phone: | \$6M-\$13M | | | | | | | | |
| Email: | Above \$13M | | | | | | | | |
| Age of Firm: | | | | | | | | | |
| Name: | Below \$500K | | | | | | | | |
| Address: | \$500K-\$1M | | | | | | | | |
| | \$1M-\$4M | | | | | | | | |
| Contact Person: | \$4M-\$6M | | | | | | NAICS Codes: | | |
| Phone: | \$6M-\$13M | | | | | | | | |
| Email: | Above \$13M | | | | | | | | |
| Age of Firm: | | | | | | | | | |

ATTACH ADDITIONAL SHEETS AS NECESSARY.

11. DBE Participation: _____ = % Bidder's DBE Participation

12. SBE Participation: _____ = % Bidder's SBE Participation

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose sub-proposal was accepted conditioned upon execution of a Contract with the San Francisco Bay Area Water Emergency Transportation Authority. I certify under penalty of perjury that the information included on this form is accurate and true.

Signature

Date

Name (Print)

Title

HOW TO FILL OUT PRIME CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT FORM

Section A: Prime Consultant/Contractor Information:

1. RFQ/RFP # and Name: Insert name of WETA Request for Proposals/Qualifications (RFP/RFQ) or Invitation for Bids (IFB)
2. Offerer's Name: Insert company name.
3. Address: Insert address of company.
4. Phone & Email: Insert phone number and email address of person responsible for filling out information contained in this form.
5. Owner or Contact Person: Insert contact name for the prime contractor.
6. Title: Insert title of person listed in #5.
7. Prime Consultant/Contractor NAICS Codes: List the North American Industry Classification System Code(s) for work performed by the Prime. Codes can be found at www.census.gov/naics.
8. Is your firm a Small Business Enterprise (SBE)?: Indicate, by checkmark, if your firm is a Small Business Enterprise as defined in the attached description of WETA's SBE Program Eligibility. Please see instructions for Section B #7, below, for SBE Certifications accepted by WETA.
9. If your firm is a DBE or SBE list certification type or No. and Certifying Agency: For DBE firms list the certification number provided by the California Unified Certification Program and the certifying agency. For SBE firms please list the type of certification (e.g. SDBE, SWBE, SB, MB, SBA, SBE/MBE/WBE) and the certifying agency. Please see the description of WETA's Small Business Enterprise Program Eligibility on the following pages for SBE Certifications accepted by WETA.
10. If your firm is an SBE, read and fill out, if applicable, the SBE Affidavit of Size form included in this RFQ/RFP and attach a copy of your firm's certification.
11. Age of your firm: Provide the number of years your firm has been in business.
12. Annual Gross Receipts: Indicate, by checkmark, the range of annual gross receipt your firm receives.

Section B: Subcontractor/Subconsultant/Suppliers Information

PLEASE NOTE THE IMPORTANT REQUIREMENTS BELOW:

Offerers MUST provide the following information on ALL subcontractors/subconsultants/suppliers that provided Offerer a bid, quote, or proposal for work, services or supplies associated with this RFQ pursuant to WETA's sub-proposal reporting requirements. This information shall be provided for all sub-proposers regardless of tier for DBEs, SBEs, non-DBEs and non-SBEs. Include all sub-proposal acceptance(s) AND rejection(s).

Attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above.

1. Insert the name, address, contact person, phone number, email address and age of firm for each subcontractor, subconsultant, or supplier.
2. Annual Gross Receipts: Indicate, by checkmark, the range of the firm's annual gross receipts.
3. Contractor's License No.: If applicable, insert the contractor's license number.
4. Certified DBE (Yes/No): Indicate if the firm is a certified DBE firm accepted by WETA. WETA accepts DBE participation only from firms currently certified in the California Unified Certification Program (CUCP), go to www.californiaucp.org for further information. Do not indicate more than one "Yes" for alternative subcontractors/subconsultants for the same work.
5. Certified SBE (Yes/No): Indicate if the firm is a certified SBE accepted by WETA. Please see WETA's SBE Program Eligibility description on the following pages for more information on certification types accepted and other requirements. A copy of SBE certification and, if applicable, SBE Affidavit of Size must be attached to your submittal.
6. DBE/SBE Certifying Agency: If you marked yes as a Certified DBE or SBE, note which agency your certification letter is from—BART, SFMTA, SamTrans etc.
7. DBE Certification No. & Type / SBE Type: If you marked yes as a Certified DBE, please provide the CUCP Certification Number AND the number corresponding to the type of DBE as follows: 1. African-American, 2. Hispanic, 3. Native American, 4. Asian-Pacific, 5. Asian-Indian, 6. Female-Woman, 7. Other. If you marked yes as a Certified SBE please list the type of certification (e.g. SMBE, SWBE, SB, MB, SBA, SBE/MBE/WBE). Please see the description of WETA's Small Business Enterprise Program Eligibility on the following pages for SBE Certifications accepted by WETA.
8. Describe Work or Type of Materials/Supplies and list NAICS Codes: DBE/SBE participation includes that portion of the work actually performed by a certified DBE/SBE with its own forces. For example, for DBE supplier, count 60% of the costs of materials and supplies. List the North American Industry Classification System Code(s) for the work to be performed by the Subcontractor/Subconsultant/Supplier. Codes can be found at www.census.gov/naics.
9. Proposal Accepted (Yes/No): Indicate if the subcontractor/subconsultant/supplier's proposal has been accepted. If yes, please attach "Intent to Perform" letter signed by each subcontractor who will perform work should this contract be awarded to the Prime listed above.

10. Percentage of Contract Participation: Insert the percentage of the prime contract participation for each subcontract. Prime consultant/contractor understands that the percentage of contract participation from DBE or SBE firms listed on this form is a firm commitment and will become a condition of the contract should it be awarded.

11. DBE Participation: Insert the sum of column 10 for each DBE listed.

12. SBE Participation: Insert the sum of column 10 for each SBE listed.

Use additional sheets if necessary. If there are no subcontractors proposed, Section B will remain blank.

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)**

SMALL BUSINESS ENTERPRISE AFFIDAVIT OF SIZE

- SMBE/SWBE Certification by a state other than California, provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SB Certification by the California Department of General Services (DGS), provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SBA 8(a) Certification by the Small Business Administration provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.
- SBE/MBE/WBE Certification by any California county or local government-certifying agency or out-of-state government-certifying agency, provided that your firm's average annual gross receipts fall below the SBA industry-specific size cap and in no case exceed \$23.98 million.

I HEREBY DECLARE AND AFFIRM that I am the _____(Title)

and duly authorized representative of _____
(Name of Firm)

whose address is _____

and whose phone number is _____

I HEREBY DECLARE AND AFFIRM that the firm is a Small Business Enterprise (SBE) in accordance with the San Francisco Bay Area Water Emergency Transportation Authority (WETA) standards as defined in its Diversity Program for Contracts. The firm is certified as of the date that the WETA receives the bid/proposal for:

_____(RFP/RFQ Name)

and I will provide the certification to document this fact with this enclosure.

Affiant's Signature _____

State of California, County of _____

Subscribed and sworn to (or affirmed) before me on _____, by _____

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ Notary Public

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)**

**DESCRIPTION OF THE SELECTION PROCESS OF
SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS**

Offerer's Name: _____

RFP# and Name: _____

Address: _____

Is your firm a Disadvantaged Business Enterprise? Yes No

Owner of Contact Person: _____

Phone: () _____ Fax: () _____

Instructions:

Offerer MUST provide the following information on ALL subcontractors/subconsultants/suppliers that provided Offerer a bid, quote, or proposal for Work, services or supplies associated with this RFP pursuant to the Authority's sub-proposal reporting requirements. This information shall be provided for all sub-proposers regardless of tier for both DBEs and non-DBEs alike. Include all sub-proposal acceptance(s) AND rejection(s). Signature is required on page two of this form.

Offerer: Provide a narrative description of how the Offerer selected its subcontractors/subconsultants/suppliers, including the following elements: (Please attach additional sheets as necessary.)

1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.

Example: Include attendance at pre-bid meeting, advertisements, written notices and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

2. Selecting portions of the Work that are economically feasible for small businesses, including DBEs.

Example: List items of Work which the Offerer made available to small business concerns, including, where appropriate, any breaking down of the Contract Work items (including those items normally performed by the Offerer with its own forces) into economically feasible units to facilitate small business participation.

3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.

Example: List dates of written notices soliciting bids from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

4. Negotiating in good faith with small business concerns, including DBEs.

5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.

Example: Explain reasons for rejecting bids from small business concerns and accepting sub-proposals from selected firms.

- 6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

- 7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

- 8. Describe any other steps that the Offerer used to select its subcontractors/subconsultants/suppliers.

The undersigned certifies that the above narrative description is true and accurate, and may be relied upon by WETA in evaluating the Offerer's compliance with the RFP requirements.

Signature of Owner or Authorized Representative

Title

Date

**San Francisco Bay Area Water Emergency Transportation Authority
Request for Quotations for 5,000 Gallon Diesel Exhaust Fluid Tank
Contract No. 20-005**

Issued: July 21, 2020

BID FORM

Bids & Forms are due 2:00pm local time on August 6, 2020

| | |
|--|----------------|
| Name of Company Bidding | |
| Address | |
| Designated Point of Contact | |
| Telephone Number | |
| Email Address | |
| Quotation Pricing – enter total dollar amount for the 5,000 gallon DEF tank as described in Exhibit A, pricing to include all costs, fees, and taxes (basis for contract award) | \$ _____ |
| Authorized Signature of Bidder | |
| Printed Name | |
| Date | ____/____/2020 |