

**SOLANO Propulsion Train Subcomponent
Replacement Project & Upgrades
(Project 160005)
RFP 17-021**

Request for Proposals
and Proposal Notices

Forms

31 July 2017

SAN FRANCISCO BAY AREA

**WATER EMERGENCY
TRANSPORTATION AUTHORITY**

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

**REQUEST FOR PROPOSALS
FOR DESIGN-BUILD AND DELIVER**

Date: 31 July 2017

Project Number:	SOLANO 160005
Name and Location of Project:	Propulsion Train Subcomponent Replacement Project and Upgrades
Issuing Office:	San Francisco Bay Area Water Emergency Transportation Authority

Description of Work: This is a Federal Aid project. Provide all the necessary design, engineering, labor, equipment, and materials to complete the project Work on the Vessel as further detailed in the RFP.

Sealed Proposals for the above project are hereby invited. Technical and Price Proposals are due **Friday, September 8, 2017** at **2:00 p.m.** local time.

SUBMISSION OF PROPOSALS

ALL PROPOSALS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO PROPOSAL OPENING. PROPOSALS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

Project: SOLANO Project 160005	San Francisco Bay Area
Project No.: 17-021	Water Transit Authority
Technical Proposal (4 copies, 1 copy digital format)	Keith Stahnke
And in a separate sealed envelope:	Manager, Operations
Price Proposal Documents (1 copy, 1 copy digital format)	San Francisco Bay Area Water Emergency Transportation Authority
	Pier 9, Suite 111
	San Francisco, California 94111
	Phone 415.364.3192

Proposals must be received at the address indicated above. Hand delivered Proposals must be received prior to the scheduled date and time Proposals are due. Amendments or withdrawals must be transmitted to the Manager, Operations. Amendments or withdrawals transmitted by mail must be received by the Manager, Operations no later than the scheduled date and time Proposals are due. Hand delivered amendments or withdrawals must be received by the Manager, Operations prior to the scheduled date and time Proposals are due.

A Proposal guarantee is required with each Proposal in the amount of 5% of the Proposal price and will be required to be submitted with the Proposal.

The Water Emergency Transportation Authority hereby notifies all Offerors that it will affirmatively insure that in any contract entered into pursuant to this Request, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit Proposals and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

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

NOTICE TO OFFERERS

Offerors are hereby notified that data to assist in preparing Proposals are available as follows:

1. DBEs certified by another states' Department of Transportation in the geographical area in which the work is to be accomplished will be accepted. Any questions regarding DBEs or SBEs should be directed to the Administrative/Policy Analyst, Lauren Duran Gularte, at gularte@watertransit.org.
2. Offerors are to review the requirements of form WETA-5, Required Contract Provisions for Federal-Aid Construction Contracts. This project is not subject to Federal Davis-Bacon Act requirements. Regardless of the lack of applicability of Federal wage laws, this does not relieve the Contractor of any responsibilities to meet the prevailing wage rates as determined by state, county or municipal wage determination or labor laws applicable in the locale where the Work is performed. Shipbuilding is not a "public work" under applicable California law and, accordingly California Labor Code provisions related to prevailing wage, apprenticeship requirements and related issues do not apply to Work performed in California.
3. Firms are hereby made aware that information provided by WETA and its agents and representatives previous to the issuance of this Request for Proposals is not to be used or considered in the preparation of the Proposal responses or pricing. The terms of the Contract are entirely included in the Contract documents, and any Addenda issued thereto.
4. This RFP is for Design and construction of the Project Work on the ferry SOLANO. Initial Notice to Proceed (NTP) will be issued for Work in accordance with the Project Schedule.

All questions concerning this solicitation should be directed to:

Keith Stahnke
Manager, Operations
San Francisco Bay Area Water Emergency Transportation Authority
Pier 9, Suite 111
San Francisco, CA 94111
Phone: 415.364.3192
Email: stahnke@watertransit.org

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)
PROPULSION TRAIN SUBCOMPONENT REPLACEMENT PROJECT & UPGRADES**

**M/V SOLANO
RFP 17-021**

NON-COLLUSION DECLARATION

To Be Executed by Bidder/Offerer and Submitted with Proposal

(In accordance with Cal. Pub. Con. Code § 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Offerer has not directly or indirectly induced or solicited any other Offerer to put in a false or sham Proposal. The Offerer has not directly or indirectly colluded, conspired, connived, or agreed with any Offerer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Offerer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Offerer or any other Offerer, or to fix any overhead, profit, or cost element of the Proposal Price, or of that of any other Offerer. All statements contained in the Proposal are true. The Offerer 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 Offerer 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 Offerer.

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:

_____, at _____, _____
Date City State

Signature of Offerer/Title

END OF NONCOLLUSION DECLARATION

SEE
INSTRUCTIONS TO OFFERERS SECTION: APPENDIX B
TECHNICAL PROPOSAL REQUIREMENTS
Section II, 4, d. Experience and References

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SEE
INSTRUCTIONS TO OFFERERS SECTION: APPENDIX C
REQUIRED DOCUMENTS
FEDERAL-AID (FTA) CONTRACT

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

TECHNICAL PROPOSAL OF

Name

Address

To the MANAGER, OPERATIONS, SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY:

In compliance with your Request for Proposals dated _____, the undersigned offers the attached response to the RFP for the design-build and deliver of the Project:

SOLANO 17-021

The undersigned hereby agrees that WETA may rely on the information provided in this Proposal response as being factual and correct. The undersigned acknowledges that providing incorrect or misleading information in this response may result in the Proposal being rejected, or if awarded the Contract, providing incorrect or misleading information could be considered a breach of the Contract.

The undersigned hereby acknowledges this Proposal will be incorporated into and become a part of the final Contract Documents.

The undersigned acknowledges receipt of the following Addenda to the drawings and /or Specifications (give number and date of each).

Addenda	Date Issued	Addenda	Date Issued	Addenda	Date Issued

NON-COLLUSION AFFIDAVIT

The undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association or corporation on behalf of which he is making this declaration, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive offers in connection with this Proposal.

The undersigned declares that neither he nor the firm has employed any person to solicit or secure the Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. This declaration does not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The undersigned has read the foregoing proposal, has full authority to enter into contracts on behalf of proposer, and hereby agrees to the conditions stated therein by affixing his signature below:

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this

_____ day of _____, 20 _____

by _____

_____ ,

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary)

Signature

Name and Title of Person Signing

Telephone Number

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)
Propulsion Train Subcomponent Replacement Project & Upgrades
SOLANO 17-021**

PRICE PROPOSAL

Name _____

Address _____

To the MANAGER, OPERATIONS, SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY:

In compliance with your Request for Proposals dated _____, the undersigned offers the attached response to the RFP for the subject Work of the Project:

SOLANO 17-021

Offerers Please Note: Before preparing the Price Proposal, carefully read the Contract Documents. Offerer agrees that it is responsible for and that WETA will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this Price Proposal.

The Offerer shall insert a lump sum price in numbers opposite each pay item for which an estimated quantity appears in the Price Proposal.

Wherever a contingent amount is shown for any item in this Price Proposal, such amount shall govern and be included in the total price. The estimated quantity of work for payment on a lump sum basis will be "all required."

Any changes shall be initiated by the person signing the Proposal.

The basis for scoring the Price Proposal will be determined by the criteria described in the Instructions to Offerers, see Pay Item Row 5, Column 6 on Page 2 of this Form.

Basic Contract: The Offerer shall provide separate prices for all Basic Contract Items. Instructions to Offerers provides information applicable to the development of the price for all items.

The undersigned hereby agrees that WETA may rely on the information provided in this Price Proposal as being factual and correct. The undersigned acknowledges that providing incorrect or misleading information in this response may be considered a breach of the Design-Build and Deliver Contract.

The undersigned hereby acknowledges that this Price Proposal will be incorporated into the final Contract Documents. This Price Proposal shall be governed by and construed in all respects according to the laws of the State of California.

Pay Item (1)	Pay Item Description (2)	Pay Unit (3)	Unit Price (4)	Quantity (5)	Price Amount (4) × (5) = (6)
1	Propulsion Train Work	LS		1	
2	Drydock Work	LS		1	
3	All Other Work	LS		1	
4	Engineering	HR			
5	Testing & Trials	LS		1	
6	TOTAL BID PRICE (basis for RFP scoring)	Add Column (6) Rows 1-5 in US\$, includes applicable sales tax			

Indefinite Quantity Work Items	Description	Pay Unit	Price per Unit
A	Craft Labor Rate for Change Orders	HR	
B	Craft Labor Overtime Rate	HR	
C	Eng. & Mgmt. Labor Rate	HR	
D	Eng. & Mgmt. Overtime Rate	HR	
E	Material Markup	%	
F	Vendor/Subcontractor Markup	%	
G	Surface Preparation per Section 631.2	SF	
H	Hull Anti-Corrosion Painting per Section 631.3	SF	

Undersigned has read the foregoing Price Proposal and has full authority to enter into the Contract on behalf of the Offerer and to bind the Offerer to the terms and conditions and other requirements of the Contract, and hereby agrees to the conditions stated therein by affixing his signature below:

Full legal name of entity making Price Proposal:

Signature

Name and Title of Person Signing

Telephone Number

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

PROPOSAL GUARANTEE
(See Instructions on Page 3)

<input type="checkbox"/> Cashier's check enclosed in lieu of a Bond — fill out only items with asterisks (*)	DATE BOND EXECUTED	
PRINCIPAL (Legal name and business address) *	TYPE OF ORGANIZATION * <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation	
	STATE OF INCORPORATION *	
SURETY (SURETIES) (Name and business address)		
A.	B.	C.
PENAL SUM OF BOND 5% of Price Proposal =	PROPOSAL DUE DATE	

We, the PRINCIPAL and SURETY above named, are held and firmly bound to WETA (San Francisco Bay Area Water Emergency Transportation Authority), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying offer or Proposal in writing, date as shown above, on Project:

SOLANO 17-021

In accordance with Contract Documents filed in the office of the Manager, Operations, and under the Requests for Proposals therefor, and is required to furnish a bond in the amount stated above.

If the Principal's Proposal is accepted and he is offered the proposed Contract for Award, and if the Principal fails to enter into the Contract, then the obligation to the WETA created by this bond shall be in full force and effect.

If the Principal's Proposal is accepted and he is offered the proposed Contract for Award, and if the Principal fails to enter into the Contract, then the obligation to the WETA created by this bond shall be in full force and effect.

PRINCIPAL				
Signature(s)	1.	2.	3.	Corporate Seal
Name(s) & Titles (Typed)				
CORPORATE SURETY (SURETIES)				
Surety A	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles (typed)	1.	2.	
Surety B	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles (typed)	1.	2.	
Surety C	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles (typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a Proposal Guaranty is submitted.
2. Insert the full legal name and business address of the Principal(s) in the space designated. If the Principal is a general partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of each of the Sureties in the spaces designated. The Sureties on the bond may be any corporation or partnership authorized to do business in California as an insurer under California Insurance Code.
4. The penal amount of the bond is 5% of the amount of the Price Proposal.
5. The scheduled Proposal opening date shall be entered in the space marked Proposal Due Date.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The state of incorporation and the limits of the liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the Proposal Due Date.

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

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that,

WHEREAS THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY (herein after referred to as "WETA") and

(herein after referred to as "Principal") have entered into a Contract (Contract) for the Work on the **FERRY VESSEL M/V SOLANO** and;

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims:

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the WETA in the penal sum of \$_____ **[10% of the Contract Price, percent of contract price-bracket is for reference and should be deleted when amount is inserted]** lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay all just claims for labor performed and materials, equipment, and supplies furnished upon or for the Work under said Contract, whether said labor be performed and said materials, equipment, and supplies be furnished under the original Contract, any Subcontract, or any duly authorized modifications thereto, or amounts due an express trust fund to which a portion of a laborer's total compensation is to be paid pursuant to an applicable employment agreement or a collective bargaining agreement for the provision of benefits, including, but not limited to, employer payments described in Section 1773.1 of the Labor Code, if applicable, and regulations thereunder, or amounts due under the Unemployment Insurance Code, to the extent applicable with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the California Employment Development Department, or any similar Regulatory Body in the state in which the Work or any portion thereof is performed, from the wages of employees of the Principal or its Subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code (or any similar provision of applicable state law in the state in which the Work or any portion thereof is performed), with respect to such Work and labor, the Surety will pay for the same and also will pay, in case amount not exceeding the amount hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This bond will inure to the benefit of any of the persons providing labor, materials, equipment and supplies, and any express trust fund meeting the requirements above, so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

The liability of the Principal and Surety hereunder is governed by the laws of the State of California.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this

_____ day of _____ A.D., 20_____, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be considered complete, both the Principal and Surety must sign this Payment Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney must be attached.

Principal: _____

By: _____

By: _____

Surety: _____

Address: _____

By: _____

By: _____

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that,

WHEREAS THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY (herein after referred to as "WETA") has entered into a Design-Build and Deliver Contract (Contract) with

_____ (herein after referred to as "Principal") for the design-build and deliver of the Work on the **FERRY VESSEL SOLANO**; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto WETA in the penal sum of _____ \$ _____ **[25% of Price Proposal Amount needs to be stated in dollars. Bracketed text for information and should come out when dollars are inserted]** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to satisfactory completion of the said Contract, the above obligations to the amount of \$ _____ **[25% of the Price Proposal amount]** shall hold for a period of thirty (30) days after the Delivery Acceptance of said Work, during which time if the above bounded Principal shall fail to make full, complete and satisfactory repair and replacement or totally protect WETA from loss or damage made evident during said period of thirty (30) days from the date of Delivery Acceptance of said Work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the Work done, the above obligations in the said sum of \$ _____ **[25% of the Price Proposal amount]** shall remain in full force and virtue; otherwise the above obligation shall be void. Notwithstanding the above, this Performance Bond shall remain in full force and effect after Delivery Acceptance until the Principal submits a Warranty Bond to WETA that fully conforms to the requirements of the Contract and that is in a form acceptable to WETA.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

In the event that WETA, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay WETA, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this

_____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE:

To be considered complete, both the Principal and Surety must sign this Performance Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney must be attached.

Principal: _____

By: _____

By: _____

Surety: _____

Address: _____

By: _____

By: _____

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

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that,

WHEREAS THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY (herein after referred to as "WETA") has entered into a Design-Build and Deliver Contract (Contract) with

(herein after referred to as "Principal") for the design-build and deliver the Work on **FERRY VESSEL SOLANO**; and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond to secure the Principal's warranty and guarantee obligations of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as Surety, are held and firmly bound unto WETA in the penal sum of _____ \$_____ [10% of the Contract Price] in lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said Contract with regard to the warranty and guarantee obligations commencing upon Delivery Acceptance, and any alteration thereof made as therein provided, on his part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

The obligations of Principal and Surety under this bond shall commence as of the date of Delivery Acceptance of the latter of the Work on **Ferry Vessel SOLANO** as described in the Contract.

The Guarantee/Warranty Bond for the Work on **Ferry Vessel SOLANO** shall remain in effect from Delivery Acceptance as described in the preceding paragraph until all guarantee and warranty obligations under the Contract shall have been satisfied or Final Payment, whichever is later.

The conditions of the foregoing obligation are such that if the said Principal shall well and truly perform all obligations of Guarantee/Warranty under said Contract, then this obligation shall become null and void; otherwise to remain in full force and effect.

In the event that WETA, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay WETA, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this

_____ day of _____, 20_____ the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE:

To be considered complete, both the Principal and Surety must sign this Warranty Bond. In addition, the Surety's signature must be notarized and a copy of the Surety's Power of Attorney must be attached.

Principal: _____

By: _____

By: _____

Surety: _____

Address: _____

By: _____

By: _____

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

SUBCONTRACTOR LIST

The scope of work must be clearly defined. If an item of Work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the Contract amount
OR
 Subcontractor List is as follows:

Firm Name, Address and Telephone Number	California Business License No. & Contractor's Registration No.	Scope of Work to be Performed and Dollar Value

CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS IF NECESSARY

I hereby certify that the above listed licenses and registrations were valid at the time offers or proposals were received for this project.

CONTRACTOR NAME

(Authorized Signature)

Project Name

Project Number

Date

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

CERTIFICATION REGARDING FLY AMERICA

49 USC 40118

1. The undersigned [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 contractors 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.
2. The undersigned [Contractor] shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements.
3. The undersigned [Contractor] agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Name and Title of Contractor’s Authorized Official

Signature of Contractor’s Authorized Official

Date

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

**EEO-1 CERTIFICATION
FEDERAL-AID CONTRACTS**

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)] and must be completed by the successful Offeror and certain proposed Subcontractors participating in this contract.

PLEASE CHECK APPROPRIATE BOXES:

The Offeror Proposed Subcontractor hereby CERTIFIES:

PART A. Offerors and proposed Subcontractors with 50 or more employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year the two conditions (50 employees and a \$50,000 federal contract) exist.

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

NO (go to PART B) YES (go to PART C)

Instructions and bank Standard Report Form 100s may be obtained from a local U.S. Department of Labor office, or by writing to:

The Joint Reporting Committee
P.O. Box 779
Norfolk, Virginia 23501
Telephone Number: (757) 461-1213

PART B. The company named below has submitted the Standard Report Form 100 this year.

YES NO

Note: Offerors and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

PART C.

Signature of Authorized Representative of Company

Date

Name of Company

Phone

Address of Company

Zip Code

Project No.

Project Name

EQUAL OPPORTUNITY CERTIFICATION

The Offeror, _____, hereby certifies that it has _____ has not _____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontracts who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such Offeror submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The Offeror's execution on the signature portion of this bid shall also constitute an endorsement and execution of those certifications that are a part of this bid.

END OF EQUAL OPPORTUNITY CERTIFICATION

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

FTA BUY AMERICA CERTIFICATION

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Signature

Date

Company Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature

Date

Company Name

Title

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

CARGO PREFERENCE CERTIFICATION

Pursuant to 46 CFR Part 381, the following clauses must be inserted in all contracts under which equipment, materials, or commodities may be transported by ocean vessel in carrying out this Contract:

The Contractor agrees:

1. To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
2. To furnish within twenty (20) days following the date of loading for shipment originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the San Francisco Bay Area Water Emergency Transportation Authority (WETA) (through the Contractor in the case of Subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Offeror

Signature

Company Name

Title

Date

**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY (WETA)
SOLANO 17-021**

**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 3.

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. SMBE, 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. SDBE, 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)**

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

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 (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)
PROPULSION TRAIN SUBCOMPONENT REPLACEMENT PROJECT & UPGRADES
SOLANO 17-021**

SCHEDULE OF VALUES

Name and Address of Contractor _____

Contract No. _____ Date _____

Prepared By: _____ Date _____

A Pay Item	B Description	C Material Cost	D Labor Hours	E Direct Labor Cost	F Subcontractor Cost	G Total Direct Cost	H Total Direct Cost w/O&P	I % of Contract	
1	Propulsion Train Work								
2	Drydock Work								
3	All Other Work								
4	Engineering								
5	Testing & Trials								
6	Total Bid Price								100%

The value in Row 5, Column H of this form should equal the amount in Row 5, Column 6 of Form WETA-8.

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

**DEBARMENT AND SUSPENSION
LONG FORM CERTIFICATION**

(Applicable for prime contracts and for subcontracts
with values exceeding \$25,000)

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (federal, state or local) terminated for cause or default.

If the Offerer is unable to certify to any of the statements in this certification, the Offerer shall attach an explanation to this certification.

I hereby certify that I am authorized to execute this certification on behalf of the Offerer and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief. The Offerer does/does not (strike one) have in-house legal counsel.

Offerer

Signature

Company Name

Title

Date

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

**LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS
(PURSUANT TO 49 CFR PART 20, APPENDIX A)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Offerer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offerer understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Name and Title of Authorized Official

Signature of Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF STANDARD FORM-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the Standard Form-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional authority, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional authority, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance ("CFDA") number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number, the application/bid control number assigned by the Federal agency). Include prefixes (e.g., "IFB-DE-90-001")

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Standard Form LLL		
DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352		
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ _____ Tier, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(Attach Continuation Sheet(s), if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	Signature: _____ Print Name: _____ Title: _____ Date: _____ Telephone No.: _____	

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

**ACKNOWLEDGEMENT OF
INSURANCE REQUIREMENTS**

Included in the Contract Price is full compensation for the requirements set forth in the General Provisions in Section 107 contained in the Contract Documents, including:

1. Worker's Compensation Insurance. The Contractor shall provide and maintain, for all employees of the Contractor engaged in Work under this contract, Worker's Compensation Insurance required by the law of the state where an employee engages in Work and Longshoreman Harbor Workers' Compensation Insurance (U.S. L&H). The Contractor shall be responsible for Worker's Compensation Insurance and U.S. L&H for any Subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in Work and employer's/maritime employer's liability protection of not less than \$1,000,000 per occurrence. An endorsement providing a waiver of subrogation in favor of WETA is required.
2. Marine General Liability Insurance/Ship Repairer's Legal Liability Insurance. The Contractor shall provide and maintain coverage limits not less than \$30,000,000 limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, personal injury and sudden & accidental pollution endorsements. The Marine General Liability Insurance Policy shall not contain a contractual liability exclusion provision.
3. Comprehensive Automobile Liability Insurance; covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit.
4. Ship Repairer's Legal Liability Insurance. This coverage shall be included with the Marine General Liability policy.
5. All Risk Marine Builders Risk Insurance with coverage limits by the terms of the policy equal to the Contract Price plus the value of WETA furnished equipment or materials. Coverage to include Protection & Indemnity and vessel pollution while vessels are undergoing Builder's Trials, Acceptance Trials through Delivery Acceptance of each of the Vessels by WETA. Applicable policy deductibles shall be the responsibility of the contractor. Loss shall be payable to Contractor and WETA as their interests may appear.
6. WETA shall be named as an Additional insured on all policies of insurance except Worker's Compensation. Subcontractors policies will be primary to any other liability or property insurance carried by WETA through self-insurance or otherwise, and shall contain a 'Cross Liability' or 'Severability of Interest' clause or endorsement.

Signature of Offeror/Title

Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS