

DOCUMENT 00 11 19

**City and County of San Francisco
Airport Commission**



Request for Qualifications/Request for Proposals

for

Contract No. 11879.71

**Construction Manager/General Contractor Services
for the West of Bayshore Improvements Project**

for the

San Francisco International Airport

Issuance of RFQ/RFP:	December 11, 2023
Virtual Pre-Proposal Conference:	December 14, 2023, 10:00 AM (PT)
Questions Due:	December 21, 2023, 5:00 PM (PT)
Proposals Due:	January 18, 2024, 2:00 PM (PT)
Oral Interviews (Tentative):	February 9, 2024
Period for Protesting Notice of Intent to Award:	Within five Working Days of the City's issuance of a Notice of Intent to Award
Award of Contract (Tentative):	March 2024
Notice to Proceed (Tentative):	April 2024

Contract Administrator:	Erron Alvey San Francisco International Airport 674 West Field Road San Francisco, California 94128 Phone: (650) 821-7875 Email: Erron.A.Alvey@flysfo.com
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ARTICLE 1 INTRODUCTION AND SOLICITATION SCHEDULE

1.01 INTRODUCTION

- A. The San Francisco International Airport (the “Airport” or “SFO”) is operated by the City and County of San Francisco (the “City”) by and through its Airport Commission (the “Commission”). This Request for Qualifications/Request for Proposals (hereinafter “Solicitation”) is being issued by the Airport. The Airport is seeking qualified firms, teams, joint ventures (JV), or other qualified business entities (“Proposers”) to provide proposals for Construction Manager/General Contractor (CM/GC) for the 11879.71 Project (Proposal).
- B. The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score.
- C. The “Proposer’s Team” is comprised of any combination of a Proposer, all JV partners, Subcontractors, and Key Personnel. Unless expressly stated otherwise, experience and qualifications shall be evaluated based on the combined experience and qualifications of the Proposer’s Team. The term “Contractor” in this Solicitation refers to the successful Proposer.
- D. For firms who contemplate being on multiple teams, either as a Proposer, JV partner, or Subcontractor, it is the firm’s responsibility to inform all team members of their status on other teams. Proposer may substitute any Key Personnel of equal skills and qualifications to attend the oral interview, if any Key Personnel are proposed on multiple teams.
- E. This award will be made as a CM/GC type of contract. The design will be provided by Airport Planning, Design and Construction staff (Design Team). Project Management Support Services (PMSS) will be provided for the Project. The Airport expects Proposer and the PMSS Consultant to collaborate with the Design Staff to define the scope of Work and prepare and issue multiple trade subcontracts for an efficient and timely Project delivery.
- F. Proposers with previous relevant experience and qualifications related to the Scope of Work set forth in Document 01 11 13 (included in Appendix B of this Solicitation) are invited to submit a Minimum Qualifications Application (MQA) and Proposal in accordance with the requirements set forth in this Solicitation, including the format and content guidelines outlined in Article 3 below.
- G. Certain Project documents are being made available only for the purpose of preparing Proposals and shall not be part of the Contract Documents. The City is providing these documents only for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use. The extent to which Proposer may rely on such background documents is set forth in Document 00 31 00.01 (Available Project Information) in Appendix A of this Solicitation.

1.02 ANTICIPATED CONTRACT TERM

A contract awarded pursuant to this Solicitation shall be non-exclusive with a Contract Time of **One Thousand Eight Hundred Twenty-Five (1,825)** consecutive calendar days.

1.03 ANTICIPATED CONTRACT NOT TO EXCEED AMOUNT

The not to exceed (“NTE”) amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation.

1.04 INDEFINITE QUANTITY, AS NEEDED CONTRACT

Not applicable

1.05 COOPERATIVE AGREEMENT

Not applicable

1.06 LIMITATION ON COMMUNICATIONS DURING SOLICITATION

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancellation by final action of the Airport Commission and the Board of Supervisors), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Airport only with the person whose name appears in this Solicitation (“Contract Administrator”) whose name and contact information appears on the cover page of this Solicitation. Any attempt to communicate with any party other than the Contract Administrator – including any City official, representative or employee - is strictly prohibited. The persons with whom communication is prohibited includes, but is not limited to, any City and County of San Francisco elected official, member of the Airport Commission, City or Airport Commission personnel, and/or any selection panel member. Failure to comply with this communications protocol may, at the sole discretion of the Airport, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

1.07 SOLICITATION SCHEDULE

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any addenda to this Solicitation or other pertinent information posted on the SFO’s procurement website OpenGov at <https://procurement.opengov.com/portal/sfoconstruction>.

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Notice to Proceed (Tentative):	April 2024

1.08 HOW TO REGISTER AS A CITY SUPPLIER

- A. The following requirements pertain only to Proposers not currently registered with the City as a Supplier. There is no requirement to be a City Supplier to submit a Proposal.

- **Step 1:** Register as a BIDDER at SF City Partner's website:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

- **Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- B. **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- C. **Chapter 12B and 12C Inquiries:** For questions concerning the City's Chapter 12B and 12C Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

1.09 NOTICE OF NEW REQUIREMENTS

Not Applicable.

ARTICLE 2 PROJECT OVERVIEW AND SCOPE OF WORK

2.01 PROJECT OVERVIEW

The Airport owns and maintains 180 acres of property west of highway US-101. The property conveys stormwater from the adjacent municipalities to the San Francisco Bay. The maintenance is regulated by the U.S. Fish and Wildlife Service and California Department of Fish and Wildlife. The West of Bayshore Improvements Project (Project) includes but is not limited to pre-construction services and constructing the following scope:

1. Access Road Restoration: roads adjacent to canals, ditches, wetland areas, and underground utilities.
2. Non-native Tree Removal: trees impacting adjacent infrastructure and impeding maintenance.
3. Firebreak Clearing: creating open defensible space on the perimeter of the property that borders neighboring homes.
4. Canal Dredging: restoration of open water habitat in South Lomita Canal, Cupid Row Canal, San Felipe Canal, and other smaller drainage ditches and outlets.
5. Access control for security, fencing, signage, and monitoring.
6. Vegetation control and native vegetation restoration.
7. Sediment Trap Maintenance: removal of accumulated sediment in existing traps.

The Airport and Project Team will define each year's scope of work by March 1st of each year. Annual work is restricted to June 15 through October 15 for upland areas, and August 15 through October 15 for canal work below top of canal bank. Firebreak clearing is restricted to May 1 through July 1.

2.02 PROJECT SCHEDULE

The estimated duration of the Contract is One Thousand Eight Hundred Twenty-Five (1,825) consecutive calendar days, commencing on the effective date indicated in the Notice to Proceed (NTP) with Pre-Construction Services to Final Completion. Refer to Document 00 54 39 (Contract Time and Liquidated Damages).

The Project will be accomplished in two phases as set forth below and in Document 01 11 13 (Scope of Work):

1. Phase 1: Pre-Construction Services
2. Phase 2: Construction Services

2.03 PROJECT BUDGET AND FUNDING

The estimated direct cost of construction is **\$3,500,000**, funded from the Airport's Infrastructure Projects Program.

2.04 SERVICES TO BE PROVIDED

The Work being procured through this Solicitation is set forth in Document 01 11 13 (Scope of Work). The Scope of Work shall be used as a general guide and is not intended to be a complete list of all tasks necessary to complete the Project.

ARTICLE 3

VIRTUAL PRE-PROPOSAL CONFERENCE AND SUBMISSION REQUIREMENTS

3.01 VIRTUAL PRE-PROPOSAL CONFERENCE

The City will hold a virtual pre-proposal conference on-line to discuss the Solicitation schedule and process, Contract requirements, and information regarding City ordinances and programs, including the Local Business Enterprise (LBE) Ordinance and the First Source Hiring Program. Additional information regarding the Scope of Work will also be provided. The City will answer any questions or requests for clarification on any item in the Solicitation.

The virtual pre-proposal conference will be held on the date and time identified in Paragraph 1.07, above, using Microsoft Teams video conferencing. Proposers' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Participation in the virtual pre-proposal conference is not mandatory but all prospective Proposers are encouraged to attend. Any change or addition to the requirements contained in this Solicitation as a result of the pre-proposal conference will be executed by a written addendum to this Solicitation.

To participate in the virtual pre-proposal conference using Microsoft Teams or Microsoft Teams Web App, please visit: <https://bit.ly/3TqiAUx>.

To join by phone, call (650) 466-0290 and use the Conference ID: **190 931 862#**.

3.02 REQUESTS FOR INFORMATION/CLARIFICATIONS AND REVISIONS TO THE TERMS AND CONDITIONS

A. Proposers shall address any questions and requests for changes to the terms and conditions of

the Agreement (Document 00 52 00) to the Contract Administrator. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator no later than the date and time identified for Questions Due in Paragraph 1.07, above.**

- B. The City will review and consider timely written objections or requests for changes to the terms and conditions of the Agreement. Any changes made by the City shall be made by Addenda prior to the Proposal due date. The City will not consider objections or requests for changes to the base terms and conditions after the Proposal due date.

Note that the indemnity provisions of the Contract Documents, Paragraph 9.01 of Document 00 52 00 (Agreement) and Paragraphs 3.18 and 3.21 of Document 00 72 00 (General Conditions), are drafted to maximize protections for the City, as required by Chapter 6 of the San Francisco Administrative Code. The City will not agree to any alternative language that may diminish the protections provided by these provisions.

- C. If the response to a question is not already contained in this Solicitation, and resolution of the question is considered necessary by the City, then the City will, time permitting, issue a written response to all plan holders and post on the SFO Construction website at <https://www.flysfo.com/business/sfo-construction-opportunities>. It is the responsibility of Proposer to check for any Addenda to this Solicitation or other pertinent information posted on the SFO Construction website.
- D. The City will not be responsible for oral explanations or interpretations of this Solicitation.

3.03 TIME AND PLACE FOR SUBMISSION OF PROPOSALS

Proposers shall submit their Proposals to the Contract Administrator whose address appears on the cover page of this Solicitation. **Proposals must be hand-carried or delivered by a courier service and received by the City by the date and time identified for Proposals Due in Paragraph 1.07, above.** Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

3.04 SUBMISSION FORMAT

- A. Print double-sided to the maximum extent practical.
- B. Proposal documents must be created using a word processing software (e.g., Microsoft Word or Excel) and typed in 11-point Times New Roman font with justified text.
- C. Proposal documents must have page margins of at least 1 inch on all sides.
- D. All sheets of paper shall be no larger than letter size (8-1/2 by 11 inches) or, if folded to that dimension, twice letter size (11 by 17 inches). For the purposes of the Proposal, one side of an 11 by 17-inch sheet of paper shall count as two pages.
- E. Secure the contents of Envelopes 1, 2, and 3 with binder clips. Bind the contents of Envelope 4.

Information must be provided at a level of detail that enables effective evaluation and comparison

between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions, may negatively impact the evaluation of a Proposal.

3.05 CONTENTS AND SUBMISSION OF THE PROPOSAL PACKAGE

A. General

Proposer shall organize its Proposal package in five envelopes as listed below. Each envelope shall be sealed and clearly marked as follows:

“[Envelope Number] - [Envelope Title] - Request for Qualifications/Request for Proposals for Contract No. 11879.71, CM/GC Services for the West of Bayshore Improvements Project.”

B. Envelope 1: Minimum Qualifications Application and Safety Prequalification Form

1. Submit one original of the completed and signed MQA (Appendix C) for the Prime Builder.
2. Submit one original of the completed and signed Safety Prequalification Form (Appendix D) for the Prime Builder. Proposer shall also submit an electronic copy of its Safety Prequalification Form in .xlsx format as provided in Appendix D.

If Proposer is a JV, Proposer shall submit a separate MQA and Safety Prequalification Form for each JV partner.

C. Envelope 2: Contract Monitoring Division (CMD) Forms

The requirements as stated in CMD Attachment 2 – Requirements for Architecture, Engineering & Professional Services Contracts and Attachment 7 – Requirements for Design-Build and Construction Manager/General Contractor Contracts apply to this Solicitation and Contract.

Submit one original of the following forms, from CMD Attachment 2, obtained at this website: <http://sfgsa.org/index.aspx?page=6135>.

- Form 2A, CMD Contract Participation Form
- Form 2B, “Good Faith Efforts” Requirements Form
- Form 3, CMD Compliance Affidavit
- Form 4, CMD Joint Venture Form, if applicable
- Form 5, CMD Employment Form

D. Envelope 3: Proposer’s Contract Documents

Submit one original of the following Contract Documents:

- Document 00 42 54: Acknowledgment of Receipt of Addenda
- Document 00 43 44: Certificate of Proposer Regarding Apprenticeship Training Program (Proposer shall submit one original for each JV partner, if applicable)
- Document 00 45 14: Certification of Proposer Regarding Debarment and Suspension
- Document 00 45 36: Certificate of Proposer Regarding Nondiscrimination in Contracts and Benefits

- Proposer's JV Agreement, if applicable

E. **Envelope 4: Technical Proposal**

1. General

- a. **Submit one (1) original and three (3) copies of the Technical Proposal, each spiral bound.**
- b. Technical Proposals shall include no more than 10 sheets of paper, printed on both sides.
- c. Proposer shall provide all Work detailed in Document 01 11 13 (Scope of Work) and demonstrate that it is able to provide all Work necessary to support and implement the Project. The Technical Proposal shall also demonstrate Proposer's understanding and commitment to support or implement the following throughout the Project:
 - Delivering Exceptional Projects – Our Guiding Principles: https://sfoconnect.com/sites/default/files/2021-03/final_delivering_exceptional_projects_7.21.14.pdf
 - San Francisco International Airport Sustainable Planning, Design and Construction Guidelines, found at: <https://www.flysfo.com/sites/default/files/media/sfo/community-environment/sf-dc-sustainability-guidelines.pdf>
 - SFO Rules and Regulations, which can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>
- d. Proposers shall submit the following information and respond specifically to the information requested, in the order specified, and use tabs to help organize the Technical Proposal. The City recommends preparation of a concise Technical Proposal. Do not include standard marketing or other general materials in the Technical Proposal.

2. Introduction and Executive Summary

- a. Provide a cover letter containing an introduction and executive summary of the Proposer's Team. The executive summary portion of the letter should set forth Proposer's vision for delivering the Project as detailed in this Solicitation and in Document 01 11 13 (Scope of Work). Provide comments or suggestions to the Airport for generating the coordination, synergy, and teamwork to run the Project wisely and efficiently. The cover letter must be signed by a person authorized to obligate Proposer to perform the commitments contained in its Proposal and Contract Documents. Submission of the letter will constitute (1) a representation by Proposer that it is willing and able to perform the commitments contained in its Proposal and the Agreement and (2) an acknowledgement and certification of compliance with the requirements of Paragraph 1.06, Limitation on Communications During Solicitation.
- b. Indicate whether Proposer is a single entity, partnership, corporation, JV, or other legal entity recognized in the State of California and able to properly perform the Work. For the previous 10 years, indicate all former names, if any, under which the prime firm(s) has conducted business and the years of operation under each name. If Proposer is a

JV, provide a copy of the JV Agreement, and any amendments or modifications to the JV Agreement, in Envelope 3.

- c. Identify the name of the contact person, title, phone number, email address, and a brief description of the contact person's role on the Project. The contact person must be part of the proposed Key Personnel. If Proposer is a JV, the contact person must have the authority through the JV Agreement to be the managing partner acting on behalf of the JV.
- d. Identify and describe any lawsuit resulting from (a) any public project undertaken by Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by Proposer or its insurers within the last five years.
- e. By signing the Proposal, Proposer affirms:
 - i. Proposer agrees to commit and assign the project manager and all Key Personnel identified in its Proposal.
 - ii. A request for a replacement of the proposed project manager shall be submitted to the Airport Project Manager for approval within 30 calendar days prior to the departure of the project manager. The proposed replacement of the project manager shall have comparable experience.
 - iii. Failure to replace the project manager or any Key Personnel shall not relieve Contractor of its obligation for full performance of the Work to be provided as a result of any unfilled position.
 - iv. Proposer understands that selection of its Proposal will be based, in part, on the Proposer's Team and Key Personnel as submitted in the response to this Solicitation. Therefore, the City will not approve any requests for substitution of Key Personnel within nine months after the Effective Date of the Agreement, until it has thoroughly and fully investigated the causes and reasons for such requests. The City retains sole discretion in determining whether to approve any proposed substitution.

3. Proposer's Experience and Qualifications

- a. Proposer must possess verifiable experience that demonstrates its capability to provide CM/GC services for relevant projects of similar size and complexity. The Proposer's Team must individually or collectively demonstrate relevant expertise to successfully perform Proposer's roles and responsibilities described in Document 01 11 13 (Scope of Work).
- b. Using Table 1 in Appendix E, Proposer Qualifications, Proposer shall provide a minimum of two example projects in the past ten years, as a Prime or Prime Joint Venture, wherein:
 - i. Proposer provided construction services for a construction project, valued at five million dollars (\$5,000,000) or more in a sensitive species' habitat, and adhering to regulatory permit requirements from

agencies such as federal and state Fish and Wildlife agencies.

- ii. Proposer completed a Construction Manager/General Contractor or another alternative project delivery method contract valued at four million dollars (\$4,000,000) or more within the last ten (10) years.
 - iii. Proposer worked on a public sector project that included Structured Collaborative Partnering and a Stakeholder Engagement Program.
- c. Using Table 2 in Appendix E, Proposer Qualifications, cross-reference Key Personnel who have previously worked together in the past.

4. Proposer's Organization and Key Personnel

Proposer's Team is comprised of the Proposer, all JV partners, Subcontractors, and Key Personnel. "Key Personnel" is defined as those individuals of Proposer's Team who will have direct, hands-on responsibility within their respective disciplines for the provided services.

Describe the Proposer's Team composition, organization, and management as follows:

a. Organization of Proposer's Team

- i. Provide a staffing plan matrix and summary describing the scope of Work, roles, and responsibilities of each member of Proposer's Team. Proposer shall fill each role, or a combination thereof, on Proposer's Team with qualified personnel capable of fulfilling any and all duties and responsibilities required by each role.
- ii. Identify the office location from which each team member firm will work directly with the Airport on this Project. Indicate all former names, if any, under which each firm on Proposer's Team have conducted business and the years of operation under each name.
- iii. Proposer must clearly identify Proposer, JV partners, and Subcontractors that make up Proposer's Team.
- iv. Provide an organizational chart showing the reporting relationships, disciplines, and responsibilities of each individual on Proposer's Team and describe Proposer's approach to the management of all firms for all Project phases.
- v. For each discipline indicated on the organizational chart, indicate the key roles and responsibilities for this Project.
- vi. For each Key Personnel proposed, indicate their role on this Project and estimated percentage of time available for this Project.

b. Key Personnel

- i. Demonstrate the qualifications and experience of the Key Personnel, including, at a minimum, the following positions:

- (a) Project Manager. The Project Manager should not only have robust and relevant experience but should also be able to thrive in the collaborative working environment of the Airport. The Project Manager should have experience managing the delivery of heavy civil construction, canal dredging, wetland restoration, flood protection, levees or a similar project using alternative delivery methods such as CM/GC or Design-Build from programming/pre-construction through closeout.
 - (b) Managing Superintendent. Managing Superintendent should have experience managing construction in sensitive habitats. The Managing Superintendent should have experience managing multiple trade contractors in a large civil and utility development. The Managing Superintendent should possess strong communication skills and have the ability to manage projects that require coordination and collaboration with multiple trade partners and stakeholders.
 - (c) Design Manager: Design Manager will be required to attend periodic design meetings to contribute input on logistics, constructability, schedule, value engineering, and cost information. The Design Manager will be responsible for ensuring project designs and documents meet budget, schedule, and constructability. Design Manager will be responsible for coordinating reviews and pricing of 30%, 60%, and Issue for Construction design documents.
 - (d) Other staff team members included in Proposer's minimum staffing plan.
- ii. Provide a resume and up to three relevant projects for each Key Personnel using Table 3 in Appendix E, Proposer Qualifications. Relevant projects are defined as delivery of services similar to the potential scopes of Work listed in Document 01 11 13 (Scope of Work).
 - iii. Provide two references for each Key Personnel using Table 4 in Appendix E, Proposer Qualifications. References listed should be persons that Key Personnel worked with directly and have the authority or technical knowledge associated with the relevant projects requested above to confirm the experience.

It is Proposer's responsibility to confirm the contact information for all references provided is current and active. Proposers may not use any individual listed on this website (<http://www.flysfo.com/about-sfo/leadership>) as a reference.

5. Project Approach

Using Document 01 11 13 (Scope of Work) as a guide, describe the project approach that Proposer intends to utilize in a coordinated and thorough manner. Describe how Proposer would provide the depth of technical services required for the Project while integrating the Airport's Strategic Plan, Core Values, and Delivering Exceptional Projects: Our Guiding Principles throughout the Project lifecycle. The project approach should discuss the following, at a minimum:

- a. Approach to managing the Project Team (including Subcontractors) and collaborating with Airport staff, the PMSS Consultant, Design Consultant and all stakeholders

throughout the Pre-Construction, Construction, Activation, and Closeout phases, in order to ensure comprehensive scope and regulatory compliance.

- b. Approach to construction logistics, including staffing, while collaborating with biological monitors and protecting sensitive species.
- c. Approach to risk management and how key risk factors will be reduced, identified and mitigated. Provide specific examples from past and/or current projects where the risk was identified, at what stage of the project the risk was identified, and how the risk was mitigated.

6. Schedule and Phasing Approach

Provide approach to managing construction services over a 5-year period within the defined regulatory work windows.

- a. Annual pre-construction activities with the Design Consultant and project stakeholders in order to define scope of work for each year.
- b. Approach to Trade Package procurement and management, providing a logical and seamless progress of Work, including:
 - i. Coordination of self-performed Work and Subcontractor Work;
 - ii. Specific approach to maximizing meaningful LBE participation.
- c. Include approach to construction staff utilization forecast, mobilization/demobilization, and planning to ensure optimization of yearly work window.

7. Safety Innovation Approach

Safety and security are the Airport's first priority. The Airport continues to drive a culture of safety in all of its operations. Given the size, complexity, and interrelatedness of the Airport's Capital Improvement Plan, the Airport is highly focused on construction safety, and is interested in Proposer's out-of-the-box ideas and specific initiatives for safety innovation that could be implemented during construction as an incentive to ensure that every day is a safety day. Provide a narrative explaining Proposer's safety innovation approach to further promote a safe work environment for all construction and other staff throughout construction. The safety innovation approach should demonstrate Proposer's understanding and commitment to support its implementation.

F. **Envelope 5: Electronic Submission**

Submit one USB flash drive containing all Proposal documents enclosed in Envelopes 1 through 5.

ARTICLE 4 EVALUATION AND SELECTION CRITERIA

4.01 GENERAL

- A. Each Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Failure to adhere to the above requirements may result in the complete rejection of a Proposal.
- B. At its sole discretion, the City may waive any failure to meet a requirement of this Solicitation or may request clarification or additional information to correct any deficiencies. Proposer shall submit the required information within one Working Day after notification by the Contract Administrator.
- C. The City reserves the right to verify from any other available sources (including past performance record at the City), the information provided by Proposer in any part of its Proposal package, and to rely upon such information gathered during the verification process. The City reserves the right to adjust, increase, decrease, limit, suspend, or rescind any or all determination(s) based on subsequently learned information.
- D. The City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy the City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- E. Any false statements made by Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

4.02 ENVELOPE 1

RESPONSIVENESS

The City will evaluate the contents of Envelope 1, the MQA and Safety Prequalification Form, on a pass/fail basis. Any Proposal that does not demonstrate that the Proposer meets the minimum qualifications will be considered non-responsive and will not be eligible for award of the Contract.

4.03 ENVELOPE 2

RESPONSIVENESS

CMD will evaluate the contents of Envelope 2, the CMD Forms, to determine responsiveness.

4.04 ENVELOPE 3

RESPONSIVENESS

The City will evaluate the contents of Envelope 3, Proposer's Contract Documents, to determine responsiveness.

4.05 ENVELOPE 4

500 MAXIMUM POINTS

- A. Responsive Proposals that meet all of the minimum qualification requirements will be distributed to the Selection Panel ("Panel") for technical evaluation.
- B. Panel: The City will establish a Panel to evaluate and score the Technical Proposals, taking into account responsiveness, demonstrated competence, experience, and the results of the reference checks. The Panel will be impartial, have technical knowledge and experience in the

subject matter of the Project, and will reflect the diversity of the City. City staff will tally the scores, which include the rating bonus (if applicable), and issue a notice of ranking to Proposers.

- C. Allocation of Points: Each Panel member will individually evaluate and assign rating points to the Technical Proposals as follows:

Introduction and Executive Summary	0 points
Proposer's Team's Experience and Qualifications <ul style="list-style-type: none">Team possesses a full range of quality technical and managerial disciplines and capabilities associated with providing CM/GC services.	75 points
Proposer's Organization and Key Personnel <ul style="list-style-type: none">Staffing plan matrix and summary sufficiently describes the role of all team members and demonstrates the capacity and capability to manage the Project through all phases.Organizational chart sufficiently addresses the positions and responsibilities necessary to support the Project throughout all phases and demonstrates efficient management of Proposer's resources.Key Personnel have been identified with the required experience, demonstrated through resumes and reference checks.Key Personnel will add value to the Project.Key Personnel's other assignments, as submitted, and percentage of participation in the Project will not adversely affect the Project.	150 points
Project Approach <ul style="list-style-type: none">Proposer is able to provide the necessary services to support the Project.Proposer's approach is innovative, of high quality, and effective for implementing all aspects of the Project.Proposer's approach to managing the Project Team (including Subcontractors) and collaborating with Airport staff, the PMSS Consultant, Design Consultant and all stakeholders throughout the Pre-Construction, Construction, Activation, and Closeout phases, in order to ensure comprehensive scope and regulatory compliance.Proposer's approach to construction logistics, including staffing, while collaborating with biological monitors and protecting sensitive species.Proposer's approach to risk management and how key risk factors will be reduced, identified and mitigated. Provide specific examples from past and/or current projects where the risk was identified, at what stage	100 points

of the project the risk was identified, and how the risk was mitigated.	
Schedule and Phasing Approach Proposer's approach to managing construction services over a 5-year period within the defined regulatory work windows including: <ul style="list-style-type: none"> • Annual pre-construction activities with the Design Consultant and project stakeholders in order to define scope of work for each year. • Approach to Trade Package procurement and management, providing a logical and seamless progress of Work, including: <ul style="list-style-type: none"> ○ Coordination of self-performed Work and Subcontractor Work; ○ Specific approach to maximizing meaningful LBE participation. • Approach to construction staff utilization forecast, mobilization/demobilization, and planning to ensure optimization of yearly work window. 	125 points
Safety Innovation Approach <ul style="list-style-type: none"> • Quality, innovation, and effectiveness of Proposer's approach to safety and security. 	50 points
TOTAL AVAILABLE POINTS FOR TECHNICAL PROPOSAL	500 POINTS

4.06 ORAL INTERVIEWS

700 MAXIMUM POINTS

Following the evaluation of the Technical Proposals, the City will create a shortlist consisting of eligible Proposers receiving the three highest scores. The shortlisted Proposers will be invited to attend an oral interview with details to be provided at such time. The City reserves the right to select a contractor without conducting oral interviews if the ranking cannot be affected by oral interview scores.

4.07 COST PROPOSAL

800 MAXIMUM POINTS

- A. Each shortlisted Proposer shall submit its Cost Proposals on the day of the oral interviews.
- B. Proposer shall submit one original of Document 00 42 53.02 (Cost Proposal Sheet). Detailed instructions for completing the Cost Proposal can be found in Document 00 42 53.01 (Price Proposal Instructions).
- C. The following should be considered in the development of the Price Proposal:
 1. At the City's discretion, Proposer may be allowed to utilize Subcontractor Default Insurance (SDI) for any Trade Subcontractor Work. If Contractor chooses to purchase SDI

for any Trade Subcontractor Work, Contractor shall obtain and submit to the City at least three quotes for SDI insurance or provide other appropriate documentation to justify the cost as fair and reasonable. Documentation shall be submitted to the City for review and approval at least 60 Working Days prior to the start of any Trade Subcontractor Work. The approved SDI premium will be applied to Trade Packages with no markup.

2. Proposer shall not utilize a Contractor's Controlled Insurance Program (CCIP) for any Trade Subcontractor Work.
- D. The Price Proposal Sheet must be signed by a person authorized by Proposer to obligate Proposer to perform the commitments contained in the Proposal and Contract Documents. By signing the Price Proposal Sheet, Proposer agrees to hold the proposed prices for 120 consecutive calendar days from the Price Proposal due date. By signing the Price Proposal Sheet, Proposer also declares, under penalty of perjury under the laws of the State of California, that Proposer has read and agrees to the requirements of the San Francisco Administrative Code described on the following Documents:
- Document 00 42 54: Acknowledgment of Receipt of Addenda
 - Document 00 43 10: CMD LBE Commitment Certification Form
 - Document 00 43 43: Highest Prevailing Wage Rate Certification
 - Document 00 43 44: Certificate of Proposer Regarding Apprenticeship Training Program
 - Document 00 45 14: Certification of Proposer Regarding Debarment and Suspension
 - Document 00 45 19: Non-Collusion Affidavit
 - Document 00 45 36: Certificate of Proposer Regarding Nondiscrimination in Contracts and Benefits
- E. Following the oral interview, the City will add together each Proposer's technical points and the oral interview points. The City will then calculate and assign points for the Price Proposal. The lowest Total Price for Evaluation will receive 100% of the points assigned to Price Proposal. Remaining Proposers will receive a deduction in points equal to the percentage difference between their respective Total Price for Evaluation and the lowest Total Price for Evaluation.

The following example of the Price Proposal calculation procedure does not represent the actual costs associated with the Project listed in this Solicitation.

EXAMPLE:

	<u>Proposer Total Price for Evaluation</u>	<u>Percent Difference</u>	<u>Percent of Points Assigned</u>
Proposer 1	\$78,791,800	(4.18%)	95.82%
Proposer 2	\$77,561,150	(2.66%)	97.34%
Proposer 3	\$75,500,000	(0.00%)	100.00%

4.08 TOTAL ALLOCATION OF POINTS

Technical Proposal and Oral Interview Evaluation	Scoring Weight
Technical Proposal	500
Oral Interview	700
Price Proposal	800
Total Possible Points	2000

4.09 CONTRACT AWARD

The City intends to award the Contract to the responsible Proposer who receives the highest overall score which the City determines will provide the best overall value. The City reserves the right to accept other than the lowest priced offer and to reject any Price Proposal that is not responsive to this Solicitation.

Following completion of the entire evaluation process as described in this Article 4, the City will notify each Proposer of the final outcome. The City will then begin negotiations with the responsible Proposer who receives the highest overall score. The acceptance and/or selection of any Proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated within a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, the City may begin negotiations with the responsible Proposer receiving the next highest overall score.

Upon successful contract negotiations, Airport staff will submit to the Commission a recommendation for award of the negotiated contract. Notwithstanding, the City reserves the right to reject all Proposals without incurring any liability to any Proposer.

Contractor will be required to enter into a contract substantially in the form of the Agreement, attached hereto as Document 00 52 00 (included in Appendix A of this Solicitation). Failure to timely execute the Contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds, or other materials required in the Contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

Once the Contract is certified, the Airport will issue the NTP with Pre-Construction Services.

4.10 PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five Working Days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a Proposal and believes that the City has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The notice of protest must be signed by an individual authorized to represent the Proposer, and must cite all laws, rules, local

ordinances, procedures or Solicitation provisions on which the protest is based. In addition, the notice of protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Non-Responsible Determination

Within five Working Days of the City's issuance of a notice of non-responsibility, any Proposer that has submitted a Proposal and believes that the City has incorrectly determined that the Proposer is not responsible may submit a written notice of protest of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The notice of protest must be signed by an individual authorized to represent the Proposer, and must cite all laws, rules, local ordinances, procedures or Solicitation provisions on which the protest is based. In addition, the notice of protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Protest of Contract Award

Within five Working Days of the City's issuance of a notice of intent to award, any Proposer that has submitted a responsive Proposal and believes that the City has incorrectly selected another Proposer for the award may submit a written notice of protest of contract award. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The notice of protest must be signed by an individual authorized to represent the Proposer, and must cite all laws, rules, local ordinances, procedures or Solicitation provisions on which the protest is based. In addition, the notice of protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

D. Delivery of Protests

Protests or notices of protests shall be transmitted by email to the Contract Administrator and received by the deadlines stated above. Protests or notices of protests made orally by phone or in-person will not be considered.

**ARTICLE 5
INSURANCE AND BONDS**

5.01 INSURANCE

Prior to award, Contractor will be required to furnish evidence of insurance as outlined in Document 00 73 16 (Insurance Requirements).

5.02 PERFORMANCE AND PAYMENT BONDS

At the time Contractor executes the Agreement (Document 00 52 00), Contractor shall furnish: (1) a corporate surety bond to guarantee the faithful performance of the Contract ("Performance Bond") and (2) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond"), each in an amount of not less than 100% of the Commission authorized not-to-exceed Contract Sum, with Contractor as principal and the City as sole obligee, in the form provided by the City (Document 00 61 13), in conformance with the bond requirements under Document 00 72 00 (General Conditions), Article 10.

Contractor shall maintain the Performance Bond and the Payment Bond by obtaining Bond Riders so that the amount of each is not less than 100% of the Commission authorized not-to-exceed Contract Sum.

5.03 FIDELITY BOND

Not applicable.

5.04 FAILURE TO PROVIDE INSURANCE AND/OR BONDS

Unless otherwise stated, within 10 Working Days of the receipt of a notice of award of a contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to the City. If the Proposer fails or refuses to furnish the required bond and/or insurance within 10 days after receiving notice from the City, the City may, at its option, determine that this Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and the City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by the City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by the City whether or not defined elsewhere in the Contract Documents.

**ARTICLE 6
TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

6.01 SOLICITATION ERRORS AND OMISSIONS

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the Contract Administrator in writing if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by addenda as provided below.

6.02 OBJECTIONS TO SOLICITATION TERMS

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the Contract Administrator and set forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this Paragraph 6.02 shall constitute a complete and irrevocable waiver of any such objection.

6.03 SOLICITATION ADDENDA

The City may modify this Solicitation, prior to the Proposal due date, by issuing addenda to the Solicitation, which will be posted on the SFO's procurement portal on OpenGov here <https://procurement.opengov.com/portal/sfoconstruction>.

The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation addenda issued by the City prior to the Proposal due date, regardless of when the Proposal is submitted. Therefore, the City recommends that Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has

downloaded all Solicitation addenda. It is the responsibility of the Proposer to check for any addenda, questions and answers documents, and updates, which may be posted to the subject Solicitation.

6.04 PROPOSAL TERM

Submission of a Proposal signifies that the proposed services and prices are valid for 180 consecutive calendar days from the Price Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

6.05 REVISION TO PROPOSAL

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

6.06 PROPOSAL ERRORS AND OMISSIONS

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

6.07 FINANCIAL RESPONSIBILITY

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

6.08 PROPOSER'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

- A. Proposers must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code. Local law prohibits City elected officials from soliciting or accepting contributions from any person or entity seeking to enter into a contract or grant worth \$100,000 or more with the City, if the contract or grant requires their approval or the approval of their appointees to the board of a state agency. This restriction applies to the party seeking the contract or grant, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.
- B. A person or entity that contracts with the City may not make a campaign contribution to an elected official if the contract would require approval by that official, a board on which the

official serves, or a board of a state agency on which an appointee of the official sits. The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded or no grant is approved; or (2) twelve months have elapsed since the award of the contract or approval of the grant.

- C. A violation of Section 1.126 may result in the criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100.

6.10 RESERVATIONS OF RIGHTS BY THE CITY

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to the submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment, or services specified in this Solicitation by any other means; or
6. Determine that the subject services are no longer necessary.

6.11 NO WAIVER

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

6.12 OTHER

- A. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
1. Any condition set forth in this Solicitation;
 2. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
 3. Delivery time(s).

- B. The City reserves the right to inspect a Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid the City in determining an awarded Proposer's capabilities and qualifications.
- C. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
- D. The City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy the City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- E. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

6.13 SUNSHINE ORDINANCE

In accordance with San Francisco Administrative Code Section 67.24(e), a Proposer's bids, responses to request for qualifications/request for proposals, and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this Paragraph 6.13 will be made available to the public upon request.

6.14 CONFLICTS OF INTEREST

- A. Contractor will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. Contractor will be required to acknowledge that it is familiar with these laws, certify that it does not know of any facts that constitute a violation of said provisions, and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.
- B. Individuals who will perform work for the City on behalf of Contractor might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within 10 calendar days of the City notifying Contractor that the City has selected the Proposer.

6.15 PUBLIC ACCESS TO MEETINGS AND RECORDS

If Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Proposer must comply with Chapter 12L. Proposer must include in its Proposal (a) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (b) a summary of all

complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L, or material misrepresentation in Proposer's Chapter 12L submissions, shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

6.16 CONTRACTOR DEBARMENT OR SUSPENSION

- A. Proposers are advised that this Contract is subject to the provisions of Chapter 28 of the San Francisco Administrative Code. Section 28.11 of the San Francisco Administrative Code prohibits any Subcontractor, of any tier, or Supplier that is subject to an Order of Debarment or Order of Suspension issued by the City from participating in the competitive process of this Solicitation. Proposers are advised that any participation in the Proposal by a Subcontractor or Supplier subject to an Order of Debarment or Order of Suspension issued pursuant to Chapter 28 may make the submission non-responsive.
- B. Any Order of Debarment or Order of Suspension issued pursuant to Chapter 28 shall be a public record. Chapter 28 requires the City's Office of the Controller to maintain a list of such contractors subject to Orders of Debarment or Orders of Suspension. The debarred or suspended contractor list is available on the City Controller's website at <https://sf.gov/resource/2022/suspended-and-debarred-contractors>.

ARTICLE 7 CITY AND AIRPORT'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Document 00 73 73 (Statutory Requirements). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Document 00 73 73 (Statutory Requirements).

7.01 PROPOSERS UNABLE TO DO BUSINESS WITH THE CITY

A. Generally

Proposers that do not comply with the laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Document 00 73 73 (Statutory Requirements).

B. San Francisco Administrative Code Chapter 12B

Contractor may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic

partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code. Refer to Document 00 73 73 (Statutory Requirements) for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

7.02 LOCAL BUSINESS ENTERPRISE REQUIREMENTS AND OUTREACH

- A. The requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code, and its implementing rules and regulations, as it now exists or as it may be amended in the future (collectively, the “LBE Ordinance”), shall apply to this Solicitation and Contract.
- B. All requirements as stated in CMD Attachment 2 – Requirements for Architecture, Engineering & Professional Services Contracts and Attachment 7 – Requirements for Design-Build and Construction Manager/General Contractor Contracts apply to this Solicitation and Contract. All requirements stated in CMD Attachment 2, in particular Section 1.2, Submission of CMD Forms, must be followed for the submission of Proposals.
- C. Contractor shall include LBE Subcontractors’ payment requests in any payment application to the City within 30 calendar days of receiving the LBE’s approved invoice and pay LBE Subcontractors within three business days as provided under Section 14B.7(H)(9) of the San Francisco Administrative Code. Within 10 business days of the City’s payment of an invoice, Contractor shall confirm that all Subcontractors have been paid in the Payment Module of the City’s Supplier Portal unless instructed otherwise by CMD. Failure to submit all required payment information to the City’s Financial System or a City approved system with each payment request may result in the withholding of 20% of the payment due. Self-Service Training is located at this link: <https://sfcitypartner.sfgov.org/pages/training.aspx>.
- D. Proposers are advised that they may not discriminate in the selection of Subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs), nor Other Business Enterprises (OBEs) are unfairly or arbitrarily excluded from the required outreach.
- E. LBE Subcontracting Requirement

The LBE subcontracting requirement for this Contract is **20%** of the Contract Sum. The LBE subcontracting requirement can only be met with CMD-certified Small LBEs or Micro-LBEs. Pursuant to Section 14B.9 of the San Francisco Administrative Code, Proposers are hereby advised that the subcontracting requirement is based on data indicating availability of **4.69% MBEs, 5.45% WBEs, and 9.86% OBEs** to perform Subcontractor Work on this Project.

- F. LBE Good Faith Efforts

Each Proposer shall demonstrate that it has used good-faith outreach to select LBE Subcontractors as set forth in Sections 14B.8 and 14B.9 of the San Francisco Administrative Code and shall identify the particular LBE Subcontractors solicited and selected to be used in performing the Project. For each Subcontractor identified as an LBE, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be

required to determine the responsiveness of the Proposal. Subcontractors identified as LBEs must be certified with the San Francisco CMD at the time the Proposals are due and must be contacted by Proposer prior to listing them as Subcontractors in the Proposal. Any Proposal that does not meet the requirements of this paragraph will be deemed non-responsive.

G. Link to LBE Certified Firms Directory

This link will take you to a directory of current LBEs:
http://mission.sfgov.org/hrc_certification/

H. Rating Bonus Application

The City strongly encourages participation from qualified LBEs. Pursuant to the LBE Ordinance, a 2% rating bonus may be applied to any Proposal submitted by qualified, certified Small LBEs, Micro-LBEs, or SBA-LBEs.

A Proposer that has a certification application pending, that has been denied certification, that has had its certification revoked, or that is in the process of appealing a CMD denial or revocation at the date and time Proposals are due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal. Certification applications may be obtained by calling CMD at (415) 581-2310 or online at <https://sfgov.org/cmd/applications>. The rating bonus applies at the technical evaluation and oral interview stages of the competitive process.

If you have any questions concerning the CMD Forms or requirements, you may contact Michael Cagampan, CMD Contract Compliance Officer for the Airport, by phone at (650) 821-7773 or by email at Michael.Cagampan@flysfso.com.

7.03 THE AIRPORT'S SMALL BUSINESS PARTICIPATION REQUIREMENTS

The Airport has developed outreach initiatives to promote access opportunities for small, local, woman and minority-owned businesses with a view toward increasing participation of local and small businesses across the Airport.

Contractor will be required to participate in one or more of the following Airport-sponsored capacity building events during the term of the Agreement with the Airport:

1. "Doing Business at SFO" Annual Event
2. Small Business Town Halls
3. "Meet the Prime" Networking Events

7.04 SWEATFREE PROCUREMENT

Not applicable

7.05 OTHER SOCIAL POLICY PROVISIONS

Document 00 73 73 (Statutory Requirements) identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

K. CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

END OF DOCUMENT