

City and County of San Francisco
Airport Commission



Request for Proposals
for

San Francisco International Airport

Contract Nos. 12099.50 and 12099.51

As-Needed Architecture and Engineering Support Services

Request for Proposals Issuance:	July 24, 2024
Virtual Pre-Proposal Conference:	August 1, 2024, 10:00 AM (PT)
Deadline for Questions:	August 29, 2024, 5:00 PM (PT)
Deadline to Submit Proposals:	September 5, 2024, 2:00 PM (PT)
Period for Protesting Notice of Intent to Award:	Within five (5) business days of the City's issuance of a Notice of Intent to Award
Award of Contract (Tentative):	January. 2025
Contract Administrator:	Hirokazu Sato San Francisco International Airport 674 West Field Road San Francisco, CA 94128 Phone: (650) 821-5320 Email: hirokazu.sato@flysfo.com

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for
Contract Nos. 12099.50 and 12099.51
As-Needed Architecture and Engineering Support Services

TABLE OF CONTENTS

	Page
I. Introduction and Solicitation Schedule	3
II. Contract Overview and Scope of Services.....	6
III. Virtual Pre-Proposal Conference and Proposer Questions.....	7
IV. Proposal Submission Requirements.....	8
V. Evaluation and Selection Criteria	14
VI. Insurance and Bonds.....	18
VII. Terms and Conditions for Receipt of Proposals.....	19
VIII. City and Airport’s Social Policy Requirements	23

APPENDICES

Appendix A	Draft Agreement for Professional Services (AIR-600)
Appendix B	Scope of Services
Appendix C	Statement of Minimum Qualifications
Appendix D	Proposer Qualification Forms
Appendix E	Civil Rights – General and Title VI Assurance Provisions and Certification

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. INTRODUCTION

1. 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 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 architecture and engineering support services on an as-needed basis for public work improvement projects at the Airport (“Proposals”).
2. The City anticipates awarding up to two (2) professional service contracts (Contract No. 12099.50 and Contract No. 12099.51) for architecture and engineering support services. The City may award one (1) contract to each of the two (2) Proposers that receive the highest scores.
3. Proposers with previous relevant experience and qualifications related to the Scope of Services set forth in Appendix B, Scope of Services, are invited to submit a Statement of Minimum Qualifications and Proposal in accordance with the requirements set forth in this Solicitation, including the format and content guidelines outlined in Section IV., Proposal Submission Requirements.
4. The “Proposer’s Team” is comprised of any combination of a Proposer, all JV partners, and/or subcontractors. 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(s).
5. Firms that contemplate being on multiple teams, either as a Proposer, JV partner, or subcontractor, must inform all team members of their status on competing teams.

B. ANTICIPATED CONTRACT TERM

Each contract awarded pursuant to this Solicitation shall be non-exclusive with a term of five (5) years.

C. ANTICIPATED CONTRACT NOT-TO-EXCEED AMOUNT

The not-to-exceed amount for each contract awarded pursuant to this Solicitation is \$4,000,000.

D. INDEFINITE QUANTITY, AS-NEEDED CONTRACT (NOT APPLICABLE)

E. COOPERATIVE AGREEMENT (NOT APPLICABLE)

F. RESTRICTED COMMUNICATIONS PERIOD

During the Restricted Communications Period, which is from the issuance of this Solicitation until the contract is awarded by the Commission, no Proposer shall engage in communication with any City official/employee that could constitute selective assistance to confer a competitive advantage.

Proposers and their associates must communicate exclusively with the Airport’s designated Contract Administrator, whose contact details are provided on the cover page of this Solicitation. Any attempt to communicate regarding this Solicitation with individuals other than the Contract Administrator,

including City officials or representatives, is strictly prohibited. This includes but is not limited to elected officials, Airport Commission members, City or Airport personnel, and selection panel members. Failure to adhere to this protocol may result in the disqualification of the Proposer from the competitive process at the Airport's discretion. This protocol does not apply to communications with the City unrelated to this Solicitation.

G. 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 Proposer to check for any addenda to this Solicitation or other pertinent information posted on the Airport's Design & Construction division's (D&C) eProcurement Portal at <https://procurement.opengov.com/portal/sfoconstruction>.

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H. HOW TO REGISTER AS A CITY SUPPLIER

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 City's [Supplier Portal](#) Partner's website.
<https://sfcitypartner.sfgov.org/pages/index.aspx>
- **Step 2:** Follow the 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 the online Declaration for Article 131 (Equal Benefits Program) compliance 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.

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.

Equal Benefits Program Inquiries: For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to www.sfgov.org/cmd.

I. NOTICE OF NEW REQUIREMENTS

Proposers are advised of the following new requirements for the Solicitation and contract:

1. Civil Rights – General and Title VI Assurance Provisions and Certification

There are two separate civil rights provisions that apply to all City projects in support of Airport contracts, regardless of funding source. Further, these provisions flow down and apply to all subcontracts and lower-tier agreements:

- a. FAA General Rights Provision; and
- b. Title VI provisions.

Effective April 1, 2024, Proposers must submit with their Proposal a completed and signed original of the Civil Rights – General and Title VI Assurance Provisions and Certification (included as Appendix E), certifying that they have read and understood these provisions and will ensure they are included in subcontracts.

II. CONTRACT OVERVIEW AND SCOPE OF SERVICES

A. CONTRACT OVERVIEW

Contractor shall provide architecture and engineering support services as requested in a coordinated and integrated fashion for each designated Contract Service Order (CSO), with the involvement of all disciplines necessary to execute a given scope.

Contractor, in addition to providing the required technical expertise, shall also provide all required management and coordination of the disciplines to execute the work within an assigned schedule and budget. Capacity to effectively manage projects is essential, as well as the ability to expedite approvals for projects through the appropriate regulatory agencies. Projects may range from full architecture and engineering services for CSOs, to CSOs of a more limited nature.

The services being procured through this Solicitation are set forth in Appendix B, Scope of Services. The document shall be used as a general guide and is not intended to be a complete list of services that may be assigned to each Contractor.

B. PROJECT BUDGET AND FUNDING

The Airport anticipates awarding up to two (2) professional service contracts (Contract No. 12099.50 and Contract No. 12099.51); each contract will be awarded in a not-to-exceed amount of \$4,000,000 with a term of five (5) years.

In accordance with San Francisco Administrative Code Chapter 6, individual CSOs shall not exceed the Threshold Amount (currently \$1,000,000) unless otherwise approved by the Airport Commission. There is no limit to the number of single CSOs, if any. The City reserves the right to commence, terminate the contracts at any time in response to changing needs.

III. VIRTUAL PRE-PROPOSAL CONFERENCE AND PROPOSER QUESTIONS

A. VIRTUAL PRE-PROPOSAL CONFERENCE

1. The City will hold a virtual pre-proposal conference to discuss the Solicitation schedule, evaluation process, contract requirements, and information about City ordinances and programs.
2. The virtual pre-proposal conference will be held on the date and time identified in Section I.G., Solicitation Schedule. Proposers' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the pre-proposal conference shall not excuse Contractor from any obligations of a contract awarded pursuant to this Solicitation.** Participation in the virtual pre-proposal conference is not mandatory but all prospective Proposers are encouraged to attend. The City is not responsible for oral explanations or interpretations of this Solicitation. 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.
3. To participate in the virtual pre-proposal conference using Microsoft Teams or Microsoft Teams web app, visit: <https://bit.ly/46gHrhM>.

To join by phone, call (650) 466-0290 and use the conference ID number 752 994 336 #.

B. PROPOSER QUESTIONS AND REQUESTS FOR CLARIFICATION

1. Proposers must submit questions through D&C's [eProcurement Portal](#) no later than the deadline for questions identified in Section I.G., Solicitation Schedule. Proposers that fail to submit questions by the deadline will waive all further rights to protest based on the specifications and conditions herein.
2. The City will issue a written response to questions and post it on D&C's [eProcurement Portal](#). Proposers are responsible for checking for any addenda and other updates that will be posted on D&C's eProcurement Portal.
3. In addition to any written questions, the City will review and consider only written objections or requests for changes to the terms and conditions of the Agreement received by the deadline for questions. Any change or addition to the requirements contained in this Solicitation as a result of requested changes will be executed by a written addendum to this Solicitation.
4. The indemnity provisions of the Agreement 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.**

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

1. Prior to the Proposal submission deadline, Proposers must submit their Proposal to the Contract Administrator whose name and contact information appear on the cover page of this Solicitation.
2. Proposers must organize their Proposal package in five (5) envelopes as outlined in Section IV.C., Proposal Package Contents. Each envelope must be sealed and clearly marked with “[Envelope Number] - [Envelope Title] - Request for Proposals for Contract Nos. 12099.50 and 12099.51, As-Needed Architecture and Engineering Support Services,” to the above location.
3. Proposers must also submit an electronic version of the Proposal on two (2) USB flash drives. Proposals submitted by fax will not be accepted. Late submissions will not be considered. Each original 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. PROPOSAL FORMAT

1. Proposals must be created using word processing software (e.g., Microsoft Word or Excel) and typed in an 11-point serif font (e.g., Times New Roman) with justified text. The documents must have page margins of at least one inch on all sides. The paper size shall be no larger than 8.5” x 11” or, if folded to that dimension, 11” x 17”. For the purposes of the Proposal, one side of an 11” x 17” sheet of paper shall count as two pages. Print double-sided to the maximum extent practical.
2. 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.

C. PROPOSAL PACKAGE CONTENTS

1. Envelope 1: Statement of Minimum Qualifications

Submit one (1) original of the completed and signed Statement of Minimum Qualifications with the Acknowledgment of Receipt of Addenda (included as Appendix C).

If Proposer is a JV, Proposer must submit a separate Proposer Information Form (page 1 of Appendix C) for each JV partner.

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

The requirements as stated in CMD Attachment 2 (v. 7/1/2024) apply to this Solicitation and the contract.

Submit one (1) original of the following forms, contained in CMD Attachment 2, completed and signed:

- Form 2A – CMD Contract Participation Form

- Form 2B – “Good Faith Efforts” Requirements Form and required supporting documentation
- Form 3 – CMD Compliance Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form

CMD Forms can be downloaded online at <https://www.sf.gov/resource/2022/lbe-contract-requirements-cmd-attachments>.

3. **Envelope 3: First Source Hiring Agreement and Civil Rights – General and Title VI Assurance Provisions and Certification**

Submit one (1) original of the following documents:

- a. Completed and signed First Source Hiring Agreement.

The First Source Hiring Agreement can be downloaded online at http://oewd.org/sites/default/files/Documents/professional_services_fsha.pdf.

- b. Completed and signed Civil Rights – General and Title VI Assurance Provisions and Certification (included as Appendix E).

4. **Envelope 4: Technical Proposal**

- a. General

- i. Submit one (1) original of the Technical Proposal. Technical Proposals shall include no more than 40 pages (20 sheets of paper, printed on both sides). Covers, tabs, and all required forms in the appendices, including Tables 1 through 4 of Appendix D, Proposer Qualification Forms, are excluded from the page count.

- ii. Proposer must demonstrate that it can provide all services necessary to support and implement Airport projects. The Technical Proposal should also demonstrate Proposer’s understanding and commitment to support or implement the following throughout the project’s lifecycle:

- [SFO Rules and Regulations](#)
- [SFO Strategic Plan 2023-2028](#), including the Airport’s Core Values
- [SFO Delivering Exceptional Projects](#)
- [SFO Sustainable Planning, Design & Construction Standards](#)

- iii. Proposers must submit the following information and respond specifically to the information requested, in the order specified, and use tabs to 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.

- b. Introduction and Executive Summary

- i. Provide a cover letter that includes an introduction of the Proposer’s Team and a

summary of Proposer's approach to delivering the services.

- ii. 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 services. For the previous ten (10) years, indicate all former names, if any, under which the prime proposing firm(s) has conducted business and the years of operation under each name. If Proposer is a JV, identify the lead and non-lead JV partners.
- iii. Identify the contact person, including their title, phone number, and email address. The contact person must be the proposed project manager. If Proposer is a JV, the contact person must have authority to act on behalf of the JV.
- iv. Identify and describe any lawsuit resulting from (i) any public work project undertaken by Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (ii) any project where Proposer or its insurers paid claims or settlements within the last five (5) years.
- v. If Proposer is a JV, include a description of the organization and relationships as well as the responsibilities of all partners in the JV.
- vi. The cover letter must be signed by a person authorized to obligate Proposer to perform the commitments contained in its Proposal and the Agreement. Submission of the letter will constitute (i) a representation by Proposer that it is willing and able to perform the commitments contained in its Proposal and the Agreement and (ii) an acknowledgement and certification of compliance with the requirements of Section I.F., Restricted Communications Period.
- vii. By signing the cover letter, Proposer affirms the following:
 - Proposer agrees to commit and assign the project manager and all Key Personnel identified in its Proposal.
 - A request for a substitution of the proposed project manager shall be submitted to the Airport for approval within thirty (30) calendar days prior to the departure of the project manager. The proposed substitute project manager must have comparable experience.
 - Failure to replace the project manager or any Key Personnel shall not relieve Contractor of its obligation for the full performance of the services to be provided as a result of any unfilled position.
 - Proposer understands that the 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 during the procurement or within twelve (12) months after the Effective Date of the Agreement until it has investigated the reasons for such requests and determined the requests are appropriate. The City retains sole discretion in determining whether to approve any proposed substitution during

the procurement and through the life of the Agreement. Should a request for substitution be granted prior to award of the Agreement, the Proposal will be re-scored using the experience and qualifications of the new Key Personnel. The lowest score will be the Proposer's operative score for purposes of evaluating the Proposal.

c. Proposer's Experience and Qualifications

- i. Proposer must possess verifiable experience that demonstrates its capability to successfully perform the services and responsibilities described in Appendix B, Scope of Services. Proposer must demonstrate a full range of technical, managerial, and facilitative skills and capabilities associated with providing architecture and engineering support services. If Proposer is a JV, the lead JV partner must demonstrate proven experience in managing and leading.
- ii. Using Table 1 – Example Projects in Appendix D, Proposer Qualification Forms, provide a minimum of two (2) example projects where the Proposer's Team provided architecture and engineering support services. Services must have been provided within the past ten (10) years of the date of issuance of this Solicitation.
- iii. Using Table 2 – Key Personnel Matrix in Appendix D, Proposer Qualification Forms, cross-reference Key Personnel who have previously worked together.

d. Proposer's Team Organization and Key Personnel

The "Key Personnel" are the individuals of the 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:

i. Proposer's Team Organization

- a) Provide a summary describing the scope of services, roles, and responsibilities of each member of the Proposer's Team. Proposer must fill each role, or a combination thereof, on its team with qualified personnel capable of fulfilling all duties and responsibilities required by each role.
- b) Identify the office location from which each team member firm will work directly with the Airport on this as-needed professional services contract. Indicate all former names, if any, under which each firm on the Proposer's Team has conducted business and the years of operation under each name.
- c) Identify Proposer, all JV partners, and subcontractors that make up the Proposer's Team.
- d) Provide an organizational chart showing the reporting relationships, disciplines, and responsibilities of each individual on the Proposer's Team and describe Proposer's approach to managing all firms.

- e) For each discipline indicated on the organizational chart, indicate the key roles and responsibilities.

ii. Key Personnel Experience and Qualifications

- a) Describe the experience and qualifications of the Key Personnel, including, at a minimum, the following position.

- Project Manager. The project manager should have at least ten (10) years of experience managing the delivery of an airport terminal building or similarly complex facility (e.g., hospital or prison). The project manager should be collaborative, innovative, and able to drive the team to solutions.

- b) Provide a resume and up to three (3) relevant projects for each Key Personnel using Table 3 – Key Personnel Resumes in Appendix D, Proposer Qualification Forms. Each resume is limited to one page. Relevant projects are defined as delivering services similar to the potential scope of services listed in Appendix B, Scope of Services.

- c) The City will contact references to verify project work and past performance. Provide two (2) references for each Key Personnel using Table 4 in Appendix D, Proposer Qualification Forms. References must be people with whom the Key Personnel worked directly and have the authority or technical knowledge associated with the relevant projects requested above to confirm the experience.

Proposers are responsible for providing correct current contact information for all references. **Proposers may not use anyone listed on <http://www.flysfo.com/about-sfo/leadership> as a reference.**

e. Work Approach

Using Appendix B, Scope of Services, as a guide, describe the work approach that Proposer intends to use in a coordinated and thorough manner. Describe how, as a support team, Proposer would provide the depth of technical services required for managing tasks for each project while integrating the Airport's Strategic Plan, Core Values, and Delivering Exceptional Projects throughout the projects' lifecycle. The work approach should discuss the following, at a minimum:

- i. Approach to providing the depth of technical services required for this as-needed contract.
- ii. Approach to field inspection of construction assignments.
- iii. Approach to quality control of design and/or construction documents.
- iv. Approach to managing changes to scope of work and/or personnel during a project.
- v. Approach to program controls, including cost and schedule management.
- vi. Approach to managing multiple CSOs simultaneously, including the approach to managing Contractor's personnel and subcontractors.

- vii. Approach to incorporating LBEs into the projects to meet or exceed the minimum requirement and to work with LBE team members to help them grow their expertise and develop meaningful experience. The Airport strongly encourages Proposer to provide meaningful LBE participation, encouraging workforce development, and increasing Airport experience and technical capacity for local businesses.

5. **Envelope 5: Electronic Submission**

Submit two (2) USB flash drives containing electronic copies of all Proposal documents enclosed in Envelopes 1 through 4.

V. EVALUATION AND SELECTION CRITERIA

A. GENERAL

1. 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 a Proposal from further consideration. Failure to adhere to the above requirements may result in the complete rejection of a Proposal.
2. 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 must submit the required information within one (1) business day after notification by the Contract Administrator.
3. 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, 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.
4. 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.
5. 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.
6. The City reserves the right to reject any or all Proposals without incurring any liability to any Proposer.

B. ENVELOPE 1

RESPONSIVENESS

The City will evaluate the Statement of Minimum Qualifications to determine responsiveness to the Solicitation requirements.

C. ENVELOPE 2

RESPONSIVENESS

CMD will evaluate the CMD Forms to determine responsiveness to the requirements of the LBE Program.

D. ENVELOPE 3

RESPONSIVENESS

The City will evaluate the First Source Hiring Agreement and Civil Rights – General and Title VI Assurance Provisions and Certification to determine responsiveness to the Solicitation requirements.

E. ENVELOPE 4

MAXIMUM 250 POINTS

1. The City will distribute responsive Proposals that meet all of the minimum qualification requirements to the selection panel for technical evaluation.

2. The selection panel will evaluate and score the Technical Proposals, considering competency, experience, and the results of the reference checks. The selection panel will be impartial, have technical knowledge and experience in the subject matter of the services, and will reflect the diversity of the City.
3. Point Allocation: Each panel member will individually evaluate and assign rating points to the Technical Proposals as follows:

Evaluation Criteria	Maximum Points
Introduction and Executive Summary	10
Proposer'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 architecture and engineering support services. Relevance of verifiable experience and expertise in projects of similar scope and scale, as evidenced by example projects. 	90
Proposer's Team Organization and Key Personnel <ul style="list-style-type: none"> Organizational chart presents the depth of the team's technical expertise, showing that it is complete for the anticipated scope of services and is structured for a comprehensive approach. Demonstrates the experience and qualifications of the Key Personnel. Relevance of recent projects completed by Key Personnel. 	120
Work Approach <ul style="list-style-type: none"> Provides a well-articulated response to each topic in Section IV.C.4.e. Demonstrates an understanding of the Airport's Strategic Plan, Core Values, and Delivering Exceptional Projects and how to apply them to Airport projects. 	30
Total Possible Points	250

4. Following the technical evaluation, the CMD Contract Compliance Officer will assign a rating bonus to the Technical Proposal score, if applicable. The City will then tabulate the Technical Proposal scores, including any applicable CMD rating bonuses, and rank the Proposers.

F. CONTRACT AWARD

1. Following completion of the entire evaluation process, the City will notify each Proposer of the final outcome.
2. The City will then begin negotiations with up to the two (2) responsible Proposers that receive the highest average scores. 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 negotiation with the Proposer whose Proposal receives the next highest score.

3. 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.
4. Upon successful contract negotiations, each Contractor must submit a written statement that it will enter into a contract that reflects the outcome of the negotiations. The Airport intends that following negotiations the contract will still be substantially in the form of the Agreement, attached hereto as Appendix A, Draft Agreement for Professional Services (AIR-600). Airport staff will then submit to the Commission a recommendation for award of the negotiated contracts.
5. Failure to execute the Agreement within ten (10) business days of receipt of the Agreement via DocuSign shall be deemed an abandonment of a contract offer.

G. PROTEST PROCEDURES

1. Protest of Non-Responsiveness Determination

Within five (5) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer 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 the law, rule, local ordinance, procedure, or Solicitation provision 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.

2. Protest of Non-Responsible Determination

Within five (5) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer 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 the law, rule, local ordinance, procedure, or Solicitation provision 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.

3. Protest of Contract Award

Within five (5) business days of the City's issuance of a Notice of Intent to Award, a Proposer 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 the law, rule, local ordinance, procedure, or Solicitation provision 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.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by email to the Contract Administrator whose

name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest.

VI. INSURANCE AND BONDS

A. INSURANCE

Prior to award, Contractor must furnish evidence of insurance as outlined in Appendix A, Draft Agreement for Professional Services.

B. PERFORMANCE BOND (NOT APPLICABLE)

C. FIDELITY BOND (NOT APPLICABLE)

D. FAILURE TO PROVIDE INSURANCE

Unless otherwise stated, within ten (10) business days of the receipt of a Notice of Award of a contract, the Proposer to whom the contract is awarded shall deliver the required insurance certificates to the City. If Proposer fails or refuses to furnish the required insurance within ten (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. The City, in its sole discretion, may then select another Proposer for award and may proceed against the original selectee for damages. The foregoing in no way limits the damages which are recoverable by the City whether or not defined elsewhere in the contract documents.

VII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. 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 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.

B. OBJECTIONS TO SOLICITATION TERMS

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, 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 section shall constitute a complete and irrevocable waiver of any such objection.

C. SOLICITATION ADDENDA

The City may modify this Solicitation, prior to the Proposal submission deadline, by issuing addenda to the Solicitation, which will be posted on D&C's [eProcurement Portal](#). **Proposers are responsible for ensuring that their Proposals reflect any and all Solicitation addenda issued by the City prior to the Proposal submission deadline, regardless of when the Proposal is submitted.** Therefore, the City recommends that Proposer consult the website frequently, including shortly before the Proposal submission deadline, to determine if Proposer has downloaded all Solicitation addenda. It is the responsibility of Proposer to check for any addenda, questions and answers documents, and updates, which may be posted to the subject Solicitation.

D. PROPOSAL TERM

Submission of a Proposal signifies that the proposed services are valid for 180 consecutive calendar days from the Proposal due date. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

E. REVISION TO PROPOSAL

A Proposer may revise a Proposal on Proposer's own initiative at any time before the deadline for submission of Proposals. 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 submission deadline. 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.

F. 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 Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

G. 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.

H. PROPOSER'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

1. 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 10%, 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.
2. 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: (i) negotiations are terminated and no contract is awarded or no grant is approved; or (ii) twelve (12) months have elapsed since the award of the contract or approval of the grant.
3. A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100.

I. 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:

- Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
- Reject any or all Proposals;
- Award fewer than the anticipated number of contracts;
- Reissue the Solicitation;
- 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;
- Procure any materials, equipment, or services specified in this Solicitation by any other means; or

- Determine that the subject services are no longer necessary.

J. 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.

K. OTHER

1. The City may make such investigation, as it deems necessary, prior to the award of a contract to determine the conditions under which the goods or services are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - Any condition set forth in this Solicitation;
 - 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
 - Delivery time(s).
2. The City reserves the right to inspect each successful Proposer's place of business prior to the 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.
3. 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, may 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.
4. 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.
5. 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.

L. SUNSHINE ORDINANCE

In accordance with San Francisco Administrative Code Section 67.24(e), a Proposer's bids, responses to requests 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 section will be made available to the public upon request.

M. CONFLICTS OF INTEREST

1. 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 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.

2. 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 must submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten (10) calendar days of the City notifying Contractor that the City has selected the Proposer.

N. NON-PROFIT ENTITIES

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 and include in its Proposal:

1. A statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records.
2. A summary and disposition of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two (2) years and deemed by the City to be substantiated. If no such complaints were filed, the 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.

O. CONTRACTOR DEBARMENT OR SUSPENSION

1. Proposers are advised that each 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.
2. 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 <https://sf.gov/resource/2022/suspended-and-debarred-contractors>.

VIII. 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 Appendix A, Draft Agreement for Professional Services. 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 Appendix A, Draft Agreement for Professional Services.

A. PROPOSERS UNABLE TO DO BUSINESS WITH THE CITY

1. 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 Appendix A, Draft Agreement for Professional Services.

2. Equal Benefits Program - San Francisco Labor and Employment Code Article 131.2

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 Article 131.2 of the San Francisco Labor and Employment Code. Refer to Appendix A, Draft Agreement for Professional Services, for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

B. PREVAILING WAGE ORDINANCE

Services to be performed by Contractor may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the San Francisco Administrative Code or Labor and Employment Code Article 102 [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code and Article 102 of the Labor and Employment Code are incorporated as provisions of the Agreement awarded as part of this Solicitation as though fully set forth therein and will apply to any Covered Services performed by Contractor and its subcontractors. Refer to Appendix A, Draft Agreement for Professional Services, for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

C. HEALTH CARE ACCOUNTABILITY ORDINANCE

Contractor shall comply with the requirements of Article 121 of the San Francisco Labor and Employment Code (Article 121). For each Covered Employee, an awarded Proposer shall provide the

appropriate health benefit set forth in Article 121.3 of the Health Care Accountability Ordinance (HCAO). If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121 and the Health Commission's minimum standards available at <https://www.sf.gov/information/health-care-accountability-ordinance>. Any subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Appendix A, Draft Agreement for Professional Services, for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

D. MINIMUM COMPENSATION ORDINANCE

Contractor shall comply with San Francisco Labor and Employment Code Article 111 (Article 111). Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <https://www.sf.gov/information/minimum-compensation-ordinance>.

E. FIRST SOURCE HIRING PROGRAM

Contractor shall comply with all the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to the Agreement and Contractor is subject to the enforcement and penalty provisions in Chapter 83. Refer to Appendix A, Draft Agreement for Professional Services, for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

F. LOCAL BUSINESS ENTERPRISE RATING BONUS

The LBE Program (San Francisco Administrative Code Chapter 14B) rating bonuses shall apply to the procurement of the services being procured through this Solicitation in the manner described below. The rating bonus, as the case may be, apply at each phase of the selection process.

1. Rating Bonus

Small/Micro LBEs Rating Bonus	Small Business Administration (SBA) LBEs Rating Bonus
10%	5% <i>So long as it does not adversely affect a Small-LBE or Micro-LBE Proposer's participation or a JV Proposer's participation.</i>

2. Rating Bonus for JVs

Small/Micro LBE Participation Level	Rating Bonus
Equals or exceeds 35%, but less than 40%	5%
Equals or exceeds 40%, but less than 100%	7.5%

100%	10%
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If applying for an LBE rating discount as a JV, the Micro-LBE and/or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro-LBE and/or Small-LBE JV partner's work shall be set forth in detail separately from the work to be performed by the non-LBE JV partner. The Micro-LBE and/or Small-LBE JV partner's portion of the contract must be assigned a commercially useful function.

G. LBE SUBCONTRACTING PARTICIPATION REQUIREMENT(S) AND GOOD FAITH EFFORTS

The LBE subcontracting participation requirement(s) and Good Faith Efforts requirements of Chapter 14B of the San Francisco Administrative Code apply to this Solicitation.

1. LBE Subcontracting Participation Requirement(s)

The LBE subcontracting participation requirement for this Solicitation is **20%** of the final contract value. The LBE subcontracting participation requirement can only be met with CMD-certified Micro-LBEs and/or Small-LBEs located in San Francisco, a list of which can be found http://mission.sfgov.org/hrc_certification/.

2. LBE Good Faith Efforts

Each Proposer is required to undertake adequate good faith outreach to LBE subcontractors and demonstrate the efforts on CMD Form 2B (see below) and supporting documents. Proposers must perform one of the following Good Faith Efforts Approaches on CMD Form 2B:

- **Approach A:** If Proposer's proposed LBE subcontracting participation exceeds the sum of all the LBE subcontracting participation requirement(s) by at least 35%, Proposer is excused from conducting or documenting its good faith efforts (see Approach A on CMD Form 2B).
- **Approach B:** If Proposer lists a different Micro-LBE subcontractor in its Proposal than it listed in the last five (five most recently awarded City contracts with LBE subcontracting participation requirements), Proposer is excused from conducting or documenting its good faith efforts (see Approach B on CMD Form 2B).
- **Approach C:** Proposer must accumulate at least 50 points by performing tasks laid out on CMD Form 2B. Supporting documentation must be submitted to show how the tasks were completed.

3. LBE Participation and Good Faith Efforts Forms

Proposals must include the following CMD Forms contained in CMD Attachment 2 (v. 7/1/2022) which can be downloaded <https://www.sf.gov/resource/2022/lbe-contract-requirements-cmd-attachments>.

- Form 2A – CMD Contract Participation Form
- Form 2B – “Good Faith Efforts” Requirements Form and required supporting documentation
- Form 3 – CMD Compliance Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form

Failure to complete, sign, and submit each of the required CMD Forms may result in the Proposal being deemed non-responsive and rejected.

4. CMD Compliance Officer

The CMD Compliance Officer for the contracts is:

Diane Mai-Tran
 Contract Monitoring Division
 City and County of San Francisco
 Tel: (650) 821-9477
 Email: diane.mai-tran@sfgov.org
 Website: www.sfgov.org/cmd

5. LBE Payment and Utilization Tracking

Because LBE subcontracting participation requirements apply to a contract awarded pursuant to this Solicitation, Contractor must agree to:

- Within thirty (30) business days of receiving an invoice from an LBE subcontractor, submit to the City a request for payment along with a copy of the LBE subcontractor’s invoice;
- Within three (3) business days of the City’s payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and
- Within ten (10) business days of the City’s payment of any invoice to Contractor, confirm its payment to subcontractors using the City’s Supplier Portal Payment Module, unless instructed otherwise by CMD.

Failure to submit all required payment information to the City’s Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-service training is located at the City’s Supplier Portal: <https://sfcitypartner.sfgov.org/pages/training.aspx>.

H. AIRPORT INTELLECTUAL PROPERTY

Pursuant to Airport Commission Resolution No. 01-0118, adopted by the Commission on April 18, 2001, the Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director’s prior

written consent.

I. LABOR PEACE/CARD CHECK RULE

Contractor must comply with the Airport's Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023, by Airport Commission Resolution No. 23-0018 (as amended the "Labor Peace/Card Check Rule"). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, the Airport Director shall have the option to terminate the contract, in addition to exercising all other remedies available to the Airport Director. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

J. 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

K. SWEATFREE PROCUREMENT (NOT APPLICABLE)

L. 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 Proposers that it will affirmatively ensure that for any contract entered into pursuant to this Solicitation, select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit Proposals in response to this Solicitation 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.

M. OTHER SOCIAL POLICY PROVISIONS

Appendix A, Draft Agreement for Professional Services, 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.