

## SECTION 00 21 13

## INSTRUCTIONS TO BIDDERS

## 1.00 INSTRUCTIONS

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## 1.02 BIDDING DEFINITIONS

- A. The Bid Documents consist of the Advertisement for Bids, Instructions to Bidders, the Bid and all accompanying Bid forms, Bid security or bond, Contract Monitoring Division employment requirements, the Drawings, the Project Manual, and all Addenda issued prior to receipt of Bids.
- B. Addenda are written or graphic instruments issued by the City prior to the receipt of Bids which modified or interpreted the Bid Documents by additions, deletions or other changes.
- C. A Bid is a complete and properly executed offer, submitted in accordance with the Bidding requirements, to provide products and services and to perform the Work in accordance with the requirements of the Contract Documents.

- D. The Total Bid Price is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bid Documents and the Total Bid Price shall include the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.
- E. A Bidder is a person or entity who submits a Bid.
- F. All definitions set forth in the General Conditions (Section 00 72 00) and in other Contract Documents are applicable to the Bid Documents.

#### 1.03 BIDDING CONTACT INFORMATION

- A. For obtaining bid documents, submittal of bid package and other required bidding and contract documents, contact the SFPUC Contract Administration Bureau as noted in Article 1.02 of Key Contacts and Details Section 00 01 03.
- B. For questions on the bid documents and submittal of requests for substitutions during the bid period, contact the SFPUC Contract Administration Bureau as noted in Article 1.02 of Key Contacts and Details Section 00 01 03.
- C. For questions on CMD bid documents and submittal of required CMD Forms, contact the Contract Monitoring Division Contract Compliance Officer as directed in Article 1.03 of Key Contacts and Details Section 00 01 03.

#### 1.04 LIMITATIONS ON COMMUNICATIONS

- A. On February 9, 2021, the SFPUC adopted a Competitive Selection Process Communications Policy, by Resolution No. 21-0022, to assure that the competitive selection process which results in a recommendation for award is fair and impartial, and the competitive selection of contractors must reflect the exercise of public duties in a manner that maintains the integrity of the competitive process. Refer to: <https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1162984&data=447748840>
  - 1. From the earliest of either (a) publication of the contract on the SFPUC's Contract Advertisement Report or (b) publication date of the Advertisement for Bids until either (a) the date of Award or (b) when the SFPUC has otherwise terminated the solicitation, Bidders, subcontractors, vendors and/or their representatives or other interested parties, may communicate with the SFPUC Contract Administration Bureau to request bid documents, submit a Question on Bid Documents, and otherwise obtain general information about this contract that is available or will be made available to all Bidders.
  - 2. The SFPUC strictly prohibits any attempt to engage in self-selective communications with any member of the SFPUC, City and County of San Francisco employee, including any SFPUC employee (SFPUC staff), SFPUC consultant or contractor, or other individual participating in the development of this contract, except as instructed in this Instruction to Bidders. In other words, only public information may be solicited. Failure to comply with this communications protocol may result in the disqualification of the Bidder or

potential Bidder from submitting a Bid. This protocol does not apply to communications with the City regarding business not related to the Advertisement for Bids or general communications pertinent to this contract, such as communications with individuals listed in Section 00 01 03 – Key Contacts.

#### 1.05 ISSUANCE OF BID DOCUMENTS

- A. Bid Documents may be obtained from SFPUC Contract Administration Bureau as described in the Advertisement for Bids.
- B. The Bid Documents are also available for inspection at various builders' exchanges and agencies. For a current distribution list of such agencies contact the SFPUC Contract Administration Bureau.
- C. The City, at its sole discretion, may choose to distribute electronic copies or issue CDs of the Bid Documents with files in Adobe Acrobat format for the convenience of the Bidders. The official copy of the Bid Documents shall be the printed copy kept by SFPUC Contract Administration Bureau at 525 Golden Gate Avenue, 8th Floor, San Francisco, California. In the event of discrepancies between the official copy of the Bid Documents and the electronic files, the official copy shall prevail. Subsequent addenda will be posted on the SFPUC website and issued via e-mail to all plan holders on the plan holder list as maintained by SFPUC Contract Administration Bureau.

#### 1.06 EXAMINATION OF BID DOCUMENTS AND SITE

- A. Before submitting a Bid, Bidders shall carefully examine the Bid Documents, visit the Site, and fully inform themselves of existing conditions and limitations, including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding of the materials to be furnished, Work to be performed or of actual conditions at the Site, it being understood that the tender of a Bid carries with it the agreement to complete all Work and comply with all conditions specified herein and indicated in the Bid Documents.
- B. All special Site access for facility inspection and subsurface investigations shall be requested, approved and scheduled through the Contract Administration Bureau.
  - 1. Persons requesting special site access must identify the Bidder being represented, who must be on file with the SFPUC as a plan holder.
  - 2. **No discussion, dissemination of information or clarification of the Bid Documents will be given during Site access.** A City representative must accompany each person or group requesting special site access.
  - 3. Length of time of tours, the dates, times, total number of tours to be scheduled, and areas open for special Site access are limited and must be scheduled in advance.

4. No adjustment in the Contract Sum will be allowed because of a Bidder's inability to gain access to the Site during the Bid period.
- C. Available Project Information are available to Bidders as described in Section 00 31 00.
- D. The submission of a Bid will constitute an incontrovertible representation by Bidder of the following:
1. Bidder has complied with every requirement of this Article "Examination of Bid Documents and Site", and
  2. the Total Bid price is premised upon performing and furnishing the Work required by the Contract Documents without exception; and
  3. the Contract Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work; and
  4. it is understood that information about hazardous materials, physical or other conditions or obstructions, indicated on the Bid Documents, has been obtained with reasonable care and has been recorded in good faith. There is no express or implied warranty that such information is correctly shown. Bidder must take into account the possibility that actual conditions affecting cost or quantities of Work may differ from those indicated on the Bid Documents.
- E. Bidder shall give due consideration to the intricate and difficult conditions which involve coordinating and interfacing with other contractors at the Site and which may affect the scheduling of the Work.
- F. Bidder shall include in its Total Bid Price the entire cost of all Work necessary for a complete and fully operational structure or facility in accordance with the requirements of the Contract Documents.

#### 1.07 QUESTIONS ON BID DOCUMENTS, ADDENDA, SUBSTITUTIONS

- A. Questions on Bid Documents. Prior to receipt of Bids, should a Bidder find discrepancies, ambiguities, or conflicts in the Bid Documents, or should there be doubt as to meaning of a provision or requirement, the Bidder shall at once notify the City in writing using the Questions on Bid Documents ("QBD") form Section No. 00 21 14. Delivery shall be via facsimile at: (415) 553-4896 or email to [QBD@sfgwater.org](mailto:QBD@sfgwater.org). The City may not answer questions received less than 10 days prior to the date for opening Bids.
- B. Addenda. Interpretations or clarifications considered necessary by the City in response to QBD will be issued by written Addenda to all Bidders of record. Only questions answered by formal written Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

1. The City may also issue Addenda to modify the Bid and/or Contract Documents as deemed necessary or advisable by the City.
  2. Each Bidder shall be responsible for ascertaining, prior to submittal of its Bid, that it has received all issued Addenda. Bidders shall acknowledge Addenda by number and date received using Section 00 43 20 (Acknowledgement of Receipt of Addenda). Refer to Section 00 43 20 for additional instructions.
- C. Substitutions. The products specified in the Bid Documents establish a minimum standard of required type, function and quality that substitutions must meet to be considered acceptable to the City. To obtain acceptance of unspecified "or equal" products, systems, materials or services, Bidders shall submit a completed QBD form accompanied by a Request for Product Substitution form (Section 00 49 18) and required supporting documentation. The City will consider properly-completed substitution requests submitted no later than 10 days prior to the date for opening bids. After that date, the City will not accept substitution requests during the Bid period.
1. The burden of proof of the merit of the proposed substitute item is upon the Bidder. Insufficient information will be grounds for rejection of a proposed substitution.
  2. The City's decision of approval or disapproval of a proposed substitute item will be final and conclusive as to all Bidders.
  3. If the City approves a proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders.
  4. Refer to Article "Information to be Submitted after Bid Opening" for requirements regarding requests for substitution submitted by the successful Bidder after award of the Contract.
  5. Bidders must base their Bids on materials, products, services, and systems specified in the Contract Documents or listed by name in Addenda.

#### 1.08 PRE-BID CONFERENCE

- A. A pre-bid conference will be held at the place and no later than the date and time specified in the Advertisement for Bids, for discussion of the Contract Documents and specific project requirements, and the City's Local Business Enterprise and surety bond programs. The City's representatives will be present at the pre-bid conference to receive questions. Subsequently, an Addendum incorporating the City's responses to questions or QBD will be issued, if deemed necessary by the City.
- B. Bidders are encouraged to attend the pre-bid conference.

## 1.09 BID SECURITY

- A. Bidders shall submit a Bid Security, in an amount equal to 10% of the Total Bid Price, with each Bid. The City will reject as non-responsive any Bid submitted without the necessary Bid Security.
1. Contractor shall submit images or a scanned copy of the entire original hardcopy Bid Security with Bid submittal on the Bid Due Date before 2:00PM.
  2. The original hardcopy Bid Security shall be mailed in a sealed envelope that is postmarked no later than the date of Bid opening and addressed to:  
  
SFPUC Contract Administration Bureau  
525 Golden Gate Ave., 8th Floor  
San Francisco, CA 94102
- B. The Bid Security may be in the form of a corporate surety bond, a certified check payable on sight to the City and County of San Francisco (for Bid Security amounts less than or equal to \$15,000), or an irrevocable standby letter of credit, on a bank or trust company doing business and having an office in the State of California, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision and examination by Federal or State authority, as provided for in Administrative Code section 6.21(a)(4). Upload an image(s) of this document before Bids are due and mail the original, ensuring a postmark no later than the date Bids are due.
- C. If a Bidder uses a Bid Bond for its Bid Security, the Bidder must use a hardcopy version of the Bid Bond form provided by the City (Section 00 43 13) or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form. A Bidder's failure to use the City's Bid Bond form may result in rejection of the Bidder's Bid.
- D. If a Bid Bond is submitted, the Bond must be duly executed on behalf of the surety in accordance with applicable law. Submitted Bid Bonds must contain **ORIGINAL** signatures. In addition, the surety executing the Bid Bond must be legally authorized to engage in the business of furnishing surety bonds in the State of California, and must have either a current A.M. Best Rating of not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570).
- E. If an irrevocable standby letter of credit is submitted, Bidder must submit the letter of credit on a form provided by or approved in advance by the City. If Bidder intends to submit an irrevocable standby letter of credit with its Bid, it must notify the SFPUC Contract Administration Bureau as noted in Article 1.02 of Key Contacts and Details, Section 00 01 03, at least five business days prior to the date of Bid opening.
- F. If the successful Bidder fails to execute the Contract and/or furnish all items required by the Bid Documents within the time limits specified, the City may reject such

Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the City may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which the City procures the Work.

#### 1.10 BIDDER QUALIFICATIONS

- A. San Francisco Administrative Code Chapter 6 prohibits the SFPUC from awarding a construction contract to a contractor that not has substantiated its record of safe performance on construction projects. Bidders shall complete and submit the Safety Prequalification Form to permit the SFPUC to evaluate this aspect of Bidders' responsibility.
1. **The SFPUC encourages Bidders to submit a completed Safety Prequalification Form (refer to Section 00 45 12 for instructions) at least 3-weeks prior to the date of Bid opening.** SFPUC will endeavor to notify each Bidder promptly whether or not it passed. A Bidder that has passed can complete its Bid with confidence. Conversely, a Bidder that does not pass may be able to avoid Bid preparation costs.
  2. **The completed Safety Prequalification Form is due no later than the date of Bid opening.** SFPUC may consider a request for a time extension to submit the Form or accompanying information but shall not be obligated to consider or grant such a request. SFPUC may decline to open the Bid of any Bidder that has not timely submitted a completed Safety Prequalification Form and return the unopened Bid to the Bidder.
  3. Bidder must successfully pass Step 1 or Step 2 of the Safety Prequalification Form, or achieve a minimum safety score issued by the SFPUC in Step 3 prior to SFPUC considering a Bid complete.
    - a. SFPUC will notify Bidders who have passed the Safety Prequalification prior to or on the date of Bid opening. SFPUC reserves the right to request and consider additional safety information at any time, although it has no duty to do so.
    - b. A Bidder's failure to timely achieve safety prequalification from SFPUC may result in award of the contract to a responsible Bidder that submitted the next-lowest responsive bid. SFPUC reserves the right to reject all bids.
    - c. The Contractor to which SFPUC awards the Contract will be obligated to meet or exceed all requirements set forth in Section 00 73 19 – Health And Safety Requirements and, if applicable, Section 01 11 00 – Summary Of Work.
- B. In addition to the safety pre-qualification information previously provided and as a condition to the award of the Contract, apparent low Bidder, and any other Bidder so

requested, shall, within 5 working days from the date of Bid opening, submit to the Contract Administration Bureau the information required by this Bidder Qualifications Paragraph regarding the qualifications and experience of Bidder and certain proposed key team members and entities, i.e., Subcontractors and/or Suppliers, proposed to perform the Work. Failure to timely provide and furnish complete information prior to contract award may result in a determination that Bidder is not responsible and result in the rejection of Bidder's bid. No award will be made until a Bidder submits complete qualification information to the City.

1. Specifically, the apparent low Bidder and any other Bidder so requested shall submit to the Contract Administration Bureau the following Sections within 2 working days after Bid opening: (i) a completed and executed Release and Waiver Agreement (Section 00 21 16); (ii) a completed Bidder's Qualifications (Section 00 45 13), as required by Subparagraph C, below; (iii) completed Experience Statements (Section 00 49 12), as required by Subparagraph D, below.
2. To evaluate Bidder's ability to perform the Work in accordance with the Contract Documents to the City's satisfaction, the City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, Suppliers, key personnel and other persons and organizations as City deems necessary to assist in its evaluation of Bidder's Bid and to establish Bidder's responsibility.
3. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. **Thus, the SFPUC strongly encourages bids from Bidders that optimize the use of S.F. Small and Micro-LBE certified subcontracting firms.** The SFPUC also seeks to further optimize the use of contractor teams that reflect the diversity of the City and County of San Francisco. **As such, the City recommends that Bidders consider the composition of their teams in terms of gender, age, ethnicity, and race, and to utilize teams that include a diverse mix of staff at all organizational levels.**

C. Bidders' Qualification Statement.

1. Submit sufficient information on the Bidder's Qualification Statement form (Section 00 45 13), and additional sheets as necessary, to demonstrate to the satisfaction of the City that Prime Contractor (or, if a JV, the managing partner or sponsor) has:
  - a. Sewer pipeline installation per Specification Section 01 11 00
  - b. Mortar rehabilitation qualification and experience per Specification Section 33 01 30.63.
  - c. Cured-in-place liner qualifications and experience per Specification Section 33 01 30.73.



- D. Experience Statements. Submit sufficient information on completed Experience Statement forms (Section 00 49 12), and additional sheets as necessary, to demonstrate to the satisfaction of the City the qualifications and experience of the key personnel and Subcontractors identified below. Submit a separate Experience Statement for each key person and Subcontractor identified below.
1. Bidder/Prime Contractor's key team member(s) as follows:
    - a. Project Superintendent(s) per Specification Section 01 11 00.
  2. Sewer pipeline Subcontractor (if proposed), Mortar rehabilitation (if proposed) and Cured-in-place liner (if proposed) subcontractor(s) as specified in Specifications Sections 01 11 00, 33 01 30.63 and 33 01 30.73, respectively.
- E. The City will promptly notify apparent low Bidder in writing if the City, after due investigation, has any reasonable objection to any person or entity proposed in response to Subparagraphs C and D, above, and will request apparent low Bidder to submit an acceptable substitute without an increase in Bid price, subject to the restrictions set forth in the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §4100 et. seq.).
1. If apparent low Bidder declines or fails to make such substitution within 10 working days from the date of the City's request, the City may proceed to award the Contract to the responsible Bidder who submitted the next lowest responsive Bid and proposes to use acceptable persons or entities. Declining to make requested substitutions may constitute, as determined by the City at its sole discretion, Bidder's refusal to enter into the Contract and result in forfeiture of the Bid Security of such Bidder.
  2. Any person or entity listed for whom the City does not make a written objection before award of the Contract will be deemed acceptable to the City, subject to revocation of such acceptance after the effective date of the Agreement as provided in Section 00 72 00.
  3. No acceptance by the City of any such person or entity shall constitute a waiver of the right of the City to reject defective work.
  4. In the event that the Contractor seeks to substitute a key team member during the performance of the Contract, the Contractor shall submit, at least seven days prior to engaging the person, an Experience Statement (Section 00 49 12) to the City in the same manner as described above for the City's review and acceptance. The substitution is subject to the approval of the City Representative based upon qualifying experience on similar projects. Failure to obtain the City's acceptance shall not constitute a cause for delay. In addition, the City may exercise its right to stop the Work under Paragraph 2.03 of the General Conditions (Section 00 72 00) until such time as the Contractor engages persons possessing skills and qualifications acceptable to the City.

5. The substitution of Subcontractors listed on Section 00 43 36 who will perform services in excess of one-half of one percent of Contractor's Total Bid Price shall be in accordance with California Public Contract Code §4107.
6. Refer to the INFORMATION TO BE SUBMITTED AFTER BID OPENING Paragraph below for information regarding the substitution of proposed "or equal" products, materials, services and systems.

#### 1.11 CONTRACTOR VACCINATION POLICY

- A. Bidder awarded a Contract pursuant to this Solicitation must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

In accordance with the Emergency Declaration, Contractor agrees that:

1. Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;
2. Where applicable, Contractor shall ensure it complies with the requirements of the [Contractor Vaccination Policy](https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;
3. If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form ("Exemptions Form"), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to "Exemptions" to download the form).

If a Bidder is unable to comply with this Policy, it will be deemed non-responsive unless City is able to secure a waiver on Bidder's behalf.

## 1.12 LOCAL BUSINESS ENTERPRISE (“LBE”) PROGRAM

- A. Bidder shall comply with all requirements of San Francisco Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and CMD Attachment 1 – Requirements for Construction Contracts. Please read CMD Attachment 1 carefully and in its entirety. A copy of CMD Attachment 1 is located in Section 00 49 01 and CMD Forms (2B, 3, 6, 6A, 7, 8, 9, and 10) are included in the Specifications. Bidder may also refer to the following CMD website to download a copy of CMD Attachment 1:  
<https://sfgov.org/cmd/important-forms>
- B. The City strongly encourages bids from qualified LBEs. Pursuant to Chapter 14B.7(E) and Section 2.01 of CMD Attachment 1, bid discounts may apply. Certified Small or Micro-LBEs, SBA-LBEs, including certified non-profit organizations, may be eligible for an LBE bid discount if the LBE is CMD certified in the type of work that is specified for the prime Bidder by the SFPUC.
- C. The LBE subcontractor participation requirement for this Contract is 10.00%. Refer to Section 00 01 02 for further details regarding which size category LBEs can be utilized to meet each specific LBE subcontracting requirement(s). In accordance with San Francisco Administrative Code Section 14B.8(B), in order for the Bidder to be exempt from meeting the Good Faith effort requirements described in Part IV in CMD Attachment 1, the total amount of LBE participation must equal or exceed 13.50%. (this percentage is the LBE subcontracting participation requirement(s) plus the 35% good faith exemption percentage).
1. Pursuant to San Francisco Administrative Code Section 14B.9, Bidders are advised that the availability of Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Other Business Enterprises (“OBEs”) to perform subcontract work on this project is as follows:  
  
Micro and Small-LBE subcontracting participation breakdown:  
4.30% MBE; 1.50% WBE; 4.20% OBE.
  2. Bidders are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required steps.
- D. The City will monitor the quantities of Work and amounts paid therefor, dependent upon the method of construction and operations, for compliance with Contractor’s LBE subcontracting commitments established under the provisions of Part III of CMD Attachment 1.
- E. Bidders are reminded of the rules applicable to subcontracting credit for Specially Manufactured Items; refer to CMD Attachment 1, Part III, Section 3.01B. Refer

to Section 01 60 00 for a list of Specially Manufactured Items for this Project, if any.

- F. Acceptance of Bids shall not constitute approval by the City of the list of subcontractors submitted with any Bid. To obtain such approval, each Bidder and its subcontractors shall satisfactorily complete, execute, and submit all required CMD forms in a timely manner, and be in compliance with all other applicable provisions of the Contract Documents.
- G. Submit the following forms with the Bid (refer to CMD Attachment 1):
1. Section 00 43 36 – Proposed Subcontractors Form: To receive applicable Bid discount and to meet subcontracting participation requirement(s), Bidder shall complete and submit this Form with its Bid. **An LBE subcontractor must be certified by CMD in the scope of work that the prime Bidder is listing the LBE subcontractor to perform (e.g., C-31 Construction Zone Traffic Control) in order to receive LBE credit toward the LBE subcontracting participation requirement(s). Bidder is responsible to verify each LBE subcontractor's certification status, which can be done by using the information provided in the following website: <https://sfgov.org/cmd/>. LBEs must be CMD-certified on the date of bid opening in order to receive LBE credit.**
  2. FORM 2B: "Good Faith Efforts" Requirements Form (CMD2B). All Bidders shall meet the specified LBE subcontracting participation requirement(s) and shall complete and submit Form 2B in accordance with the Form 2B instructions.  
  
In accordance with Section 14B.8(B) of the Administrative Code, a Bidder must demonstrate its good faith efforts to meet the LBE subcontracting participation requirement(s), except those who exceed the above stated LBE subcontracting participation requirement(s) by at least 35%. Such Bidder must also complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in the applicable section(s) of Form 2B with its bid. Failure to meet the LBE subcontracting participation requirement(s) and demonstrate/document adequate good faith efforts shall cause the bid to be determined non-responsive and rejected. Refer to Part IV of CMD Attachment 1.  
  
If a Bidder exceeds the established LBE subcontracting participation requirement(s) by 35% or more, such Bidder is not required to conduct good faith efforts or to submit evidence of good faith efforts. Such Bidder shall complete and submit Form 2B with its bid as required by Form 2B instructions.
- H. No later than 5 p.m. on the fifth business day after the date of Bid opening the apparent low Bidder, and any other Bidder so requested, shall submit completed and

properly signed the following CMD Forms to the attention of the CMD Contract Compliance Officer identified in Key Contacts and Details Section 00 01 03.

1. FORM 3: CMD Compliance Affidavit (CMD3).
  2. FORM 6: CMD LBE Subcontractor Participation Affidavit (CMD6).
  3. FORM 6A: CMD LBE Trucking Form (CMD6A). (if applicable)
- I. Failure to submit properly completed CMD Bid forms may render the Bidder non-responsive and may be cause for rejection of its Bid.

#### 1.13 SURETY BOND PROGRAM

- A. Bidders are alerted to the City's surety bond program, which assists LBE contractors in obtaining bonding and financing for contracts awarded by the SFPUC. For further information regarding enrollment eligibility and program services contact Jennifer Elmore at (415) 217-6578.

#### 1.14 CHAPTER 12X CERTIFICATION REQUIREMENTS REGARDING STATES THAT ALLOW DISCRIMINATION

- A. Bidder shall provide a completed Certificate of Bidder Regarding Contracting in States That Allow Discrimination (Section 00 45 78). Refer to Section 00 73 73.

#### 1.15 SUBMISSION AND OPENING OF BIDS

- A. Bids shall be submitted at SFPUC Contract Administration Bureau, no later than the date and time, and at the place specified in the Advertisement for Bids, or as subsequently specified if changed by Addendum.
1. The deadline for submitting Bids will be the time stated in the Advertisement for Bids, exactly, the Pacific Standard Time determined per [www.time.gov](http://www.time.gov).
  2. The City may decline to accept Bids received after the specified date and time.
- B. Bidder shall fill in all blanks as appropriate on the Bid Form (Section 00 41 00) and shall submit with its Bid the forms listed in the Bidding Forms Checklist (Section 00 40 13), properly completed and executed.
- C. Bidders shall submit files containing Bids and all Bid-related documents via a ShareFile link that the City will provide to all Plan Holders. Bidders shall include in the filename the text "Bid\_ WW-684." Bidders shall submit their bid documents using the specified format of "Specification Section Number Company Name." Bidders may access the Zoom meeting described in Section 00 01 02 – Advertisement For Bids to see if their documents have been received one hour prior to the bid due date and time. Bidders may submit their bids multiple times, as information changes. The City will consider only the last file submitted by a Bidder in the event of duplicate forms or files. Bidders are encouraged to submit non-cost

related files ahead of time to confirm their connection and ability to transmit files. Contractors must email [CAB@sfgwater.org](mailto:CAB@sfgwater.org) and call 415-551-4603 before 1:45PM to notify the SFPUC of any technical difficulties submitting a Bid. The City may postpone the bid opening up to 2 hours if the City receives a call by 1:45PM by a Plan Holder who indicates difficulty submitting a bid.

1. The original hardcopy of Section 00 41 10 Schedule of Bid Prices shall be mailed in a sealed envelope that is postmarked no later than the date of Bid opening and addressed to:  
  
SFPUC Contract Administration Bureau  
525 Golden Gate Ave., 8th Floor  
San Francisco, CA 94102
- D. Bids that are mailed or sent by messenger service are invalid and will not be accepted. Oral, telephonic, electronic mail (email), or facsimile Bids are invalid and will not be accepted. Bids must be electronically uploaded. The following link provides an instructional document for Plan Holders with guidelines on using the technology to upload Bids:  
<https://infrastructure.sfgwater.org/fds/fds.aspx?lib=SFPUC&doc=1166693&data=449176805>
- E. Bids which are in any way conditional or which make alterations, omissions, or qualifications to the terms of the Bid or Bid Documents may be rejected as incomplete or qualified.
- F. All Bid data, except signatures, shall be typed or printed legibly in non-erasable ink, with all strikeovers and corrections initialed by the person signing the bid.
- G. Each Bid shall show the full business address of the Bidder and be executed with its usual signature. A Bid by a partnership shall furnish the full names of all partners and shall be signed in the partnership name by one member of the partnership or by an authorized representative, followed by the signature and title of the person signing. A Bid by a corporation, with corporate seal affixed, shall be executed with the legal name of the corporation, followed by the name of the state of incorporation, and the signature and title of the person executing. The name and title of the person executing shall also be typed or printed below the signature. When required by the City, satisfactory evidence of the authority of the officer executing on behalf of the corporation shall be furnished. Satisfactory evidence that the Bidder is currently registered with the California Department of Industrial Relations as required by California Labor Code section 1725.5 shall be furnished.
- H. The City reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.
- I. Bids will be opened and read in public via a Zoom meeting. Please access the meeting at this website: <https://sfgwater.zoom.us> or to participate by phone, dial +1.213.338.8477. The Meeting ID, meeting Passcode, and instructions to join are provided in Section 00 01 02 – Advertisement for Bids. Subsequently, the City will furnish Bid tabulations to a Bidder who requests said information.

#### 1.16 INFORMATION TO BE SUBMITTED AFTER BID OPENING

- A. Within 7 calendar days after the date of Bid opening the apparent low Bidder, and any other Bidder so requested, shall submit to SFPUC Contract Administration Bureau at the email address [CAB@sfgwater.org](mailto:CAB@sfgwater.org) the following:
  - 1. Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 45 88) completed by each subcontractor who employs journeymen or apprentices in an apprenticeable craft or trade. If the subcontractor's Work involves one or more apprenticeable trades which are declared on Section 00 45 88 to be a signatory to a recognized apprenticeship or training program, written proof of status must be submitted for each such trade within 5 working days after the date of the City's written notification of award of the Contract.
  - 2. Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension form (Section 00 49 14) completed by each subcontractor, lower-tier subcontractor and supplier expected to have subcontracts of \$25,000 or more.
- B. Refer to Article "Local Business Enterprise ("LBE") Program" of this Section for additional CMD submittal requirements after Bid opening.
- C. Refer to Article "Bidder Qualifications" for additional submittal requirements after Bid opening.
- D. Refer to Section 00 40 13 – Bidding Forms Checklist Paragraph D and Section 00 49 16 for additional Department of Industrial Relations submittal requirements after Bid opening.
- E. Refer to Section 00 67 00 – Escrow Bid Documents and Section 00 67 00/A – Escrow Bid Documents Declaration for additional submittal requirements after Bid opening.
- F. Requests For Substitution: If the successful Bidder wishes to propose an "or equal" or other product substitution after Bid opening, said Bidder must make such request no later than within the period specified in Section 00 49 18, following the date of the City's written notification of Award. Requests shall be granted or denied at the City's sole discretion. Refer to Section 00 49 18 and Specification Section 01 25 13.

#### 1.17 WITHDRAWAL OR REVISION OF BID

- A. Prior to the deadline for Bid opening, a submitted Bid may be revised or withdrawn by notice to the SFPUC Contract Administration Bureau. Such notice shall be in writing and signed by Bidder and, to be effective, must be received on or before the deadline for Bid Opening.
  - 1. A revised Bid shall be worded so as to not reveal the amount of the original Bid's Total Bid Price. Bid Security shall be in an amount sufficient for the Bid as revised or resubmitted.

2. A withdrawn Bid may be submitted on or before the deadline for Bid opening.
- B. Those Bids not withdrawn prior to the scheduled time for receipt of Bids shall not be withdrawn or modified for a period of 90 days thereafter.

#### 1.18 OBJECTIONS TO BID DOCUMENTS, PROTESTS

- A. Failure by a Bidder to comply with the procedures set forth in this Paragraph will render any Objection or Protest inadequate and may result in its rejection by the City.
- B. The City will accept and consider the following types of Objections and Protests if they are timely submitted and meet all other applicable requirements of this Paragraph:
  1. Written Objections to any provision or legal requirement set forth in or imposed by the Bid and Contract Documents by a prospective Bidder that are apparent, or reasonably discoverable, prior to the submission of Bids;
  2. Bid Protests submitted by a Bidder after Bid opening against another Bidder or Bidders; and
  3. Protests submitted by a Bidder whose Bid has been rejected by the City based on a determination by the City that the Bid is non-responsive and/or the Bidder is not responsible.
- C. Objections Prior to Submission of Bids. Should a prospective Bidder object on any ground to any provision or legal requirement set forth in the Bid and Contract Documents (including all Addenda), including but not limited to Objections based on allegations that: (i) the Bid or Contract Documents are unlawful in whole or in part; (ii) one or more of the requirements of the Bid or Contract Documents is onerous, unfair or unclear; (iii) the structure of the Bid Documents does not provide a correct or optimal process for the solicitation of the Work; (iv) the Bid or Contract Documents contain one or more ambiguity, conflict, discrepancy or other error; or (v) the Bid or Contract Documents unnecessarily precludes alternative solutions to the Work, the prospective Bidder must provide timely written notice of Objection as set forth below.
  1. An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working day prior to the date of Bid opening. If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date of receipt by the City. Telephoned Objections will not be considered.
  2. Objections must be delivered to:  
  
San Francisco Public Utilities Commission  
Contract Administration Bureau



Attn: Derek Wong  
RE: WW-684, 45th Ave, 46th Ave, 47th Ave, Vicente St, Wawona St and  
Sloat Blvd Sewer Replacement  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102

3. The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the Bid or Contract Documents at issue, and shall describe the modification to the Bid or Contract Documents sought by the prospective Bidder. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Bidder.
  4. The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Bidder who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Bidder at the time the Objection is submitted. If the prospective Bidder later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
  5. Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Bidder. At the completion of its investigation, the City will provide a written determination to the prospective Bidder who submitted the Objection. If required, the City may extend the Bid opening date to allow sufficient time to review and investigate the Objection, and issue Addenda to all Bidders incorporating any necessary changes to the Bid or Contract Documents.
  6. Objections not received within the time and manner specified will not be considered. A Bidder's failure to provide the City with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Bidder's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.
  7. A Bidder may not rely on an Objection submitted by another Bidder, but must timely pursue its own Objection.
- D. **Bid Protest Against Another Bidder.** A Bidder may file a protest with the City against another Bidder or Bidders subject to the provisions of this Paragraph. The procedures and time limits set forth in this Paragraph are mandatory and are a Bidder's sole and exclusive remedy in protesting other Bidders' Bids. **Failure to comply with these procedures shall constitute a complete and irrevocable waiver of any right to pursue the Bid Protest, including filing a Government Code claim**

**or other legal proceedings.** Bid Protests shall be subject to the following time limitations, restrictions and procedures:

1. A Bid Protest shall be in writing and shall be received by the City no later than 5:00 p.m. on the 5<sup>th</sup> working day after the date of Bid opening. If a Bid Protest is mailed, the Bidder filing the Protest bears the risk of non-delivery within the required time period. Protests should be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively establish the date of receipt by the City. Telephoned Protests will not be considered.
2. The Bidder filing the Protest must concurrently transmit a copy of the initial Protest document and any attached documentation to the other Bidder(s) who may be adversely affected by the outcome of the Protest.
3. The City will provide the protested Bidders with 5 working days from their receipt of a Bid Protest to respond to the Protest.
4. Bid Protests, responses, and supplemental information, if any, shall be transmitted to the SFPUC Contract Administration Bureau.
5. The Bid Protest shall state the basis for the Protest and provide supporting evidence, refer to the specific portion(s) of the Bid that forms the basis of the Protest, and include the name, address, telephone number, and email address of the person representing the prospective Bidder.
6. The City, at its discretion, may make a determination regarding a Protest without requesting further documents or information from the prospective Bidder who submitted the Protest. Accordingly, the initial Protest submittal must include all grounds of Protest and all supporting documentation or evidence reasonably available to the prospective Bidder at the time the Protest is submitted. If the prospective Bidder later raises new grounds or evidence that were not included in the initial Protest submittal, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
7. Upon receipt of a timely and proper Protest, the City will review the Protest and conduct an investigation as it deems appropriate which, among other things, may include the review of information provided by or available from sources other than the protesting and protested Bidders. The City may also consider supplemental correspondence relating to the original ground(s) of Protest submitted by a protesting Bidder and/or a protested Bidder to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its review and investigation, the City will provide a written determination to the Bidder who submitted the Protest, with a copy to the protested Bidder(s).
8. Protests not received within the time and in the manner specified will not be considered.

9. A Bidder may not rely on a Protest submitted by another Bidder, but must timely pursue its own Protest.
  10. If the City determines that a Protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.
- E. Rejection of a Bid by the City. If the City determines that a Bidder's Bid is non-responsive or that a Bidder is not responsible, the City will issue a Notice of Non-Responsiveness or Notice of Non-Responsibility, as appropriate. The Notice will set forth the basis for the City's determination and rejection of the Bid, and will provide Bidder with the opportunity to protest the City's determination. If a Bidder wishes to protest the City's determination, it must follow the specific procedures set forth in the Notice.

#### 1.19 AWARD OF CONTRACT

- A. In accordance with California Labor Code sections 1771.1 and 1725.5, no contract may be awarded to a Bidder without proof that the Bidder and all identified subcontractors are currently registered with the California Department of Industrial Relations.
- B. In accordance with Administrative Code Chapter 6, no bid is accepted and no contract in excess of \$1,000,000 is awarded by the City until such time as the General Manager, San Francisco Public Utilities Commission recommends the contract for award, and the San Francisco Public Utilities Commission adopts a resolution awarding the Contract.
- C. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.
- D. The Contract, if awarded subject to the City's right to reject all Bids, will be awarded to the responsible Bidder who submits the lowest responsive Bid.
- E. The City will issue a written notification of award of the Contract to the successful Bidder.

#### 1.20 CONTRACT SECURITY

- A. Article 10.02 of the General Conditions (Section 00 72 00) sets forth the City's requirements as to performance and payment (labor and material) bonds.
- B. When the successful Bidder delivers the executed Agreement, it must be accompanied by the required performance and payment bonds.

#### 1.21 EXECUTION OF CONTRACT

- A. The successful Bidder shall deliver within 10 working days after the date of the City's written notification of award of the Contract the following properly completed and signed documents to SFPUC Contract Administration Bureau:

1. Agreement Form (Section 00 52 00), three original copies with the successful Bidder's signature affixed thereto.
  - a. If successful Bidder is "doing business as" company, attach a copy of "dba" certificate filed with and certified by the County Clerk.
2. Performance and Payment Bond Form (Section 00 61 13), three original copies of each.
3. Insurance certificates and endorsements, three original copies of each, including the following:
  - a. The Contract number "WW-684" and Project title "45th Ave, 46th Ave, 47th Ave, Vicente St, Wawona St and Sloat Blvd Sewer Replacement", the agent names and telephone numbers, and name the certificate holder as follows:

SFPUC Contract Administration Bureau  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102
  - b. Name as additional insured the parties as specified in Section 00 73 16, Article 1.04 "Insurance for Others."
  - c. Otherwise comply with applicable requirements as specified in Section 00 73 16.
4. Corporate authority in the form of resolution or certified extract from the minutes authorizing the signatory to sign on behalf of the corporation.
5. Power of Attorney authorizing signatories to execute Performance and Payment Bonds.
6. Proof that Bidder and all subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.
7. Proof of Status as Signatory to Apprenticeship Program or Proof of Payment :
  - a. If successful Bidder declared that it is a signatory to a recognized apprenticeship or training program on the Bid Form (Section 00 41 00), successful Bidder shall submit written proof of its status as a signatory.
  - b. For each subcontractor that declared it is a signatory to a recognized apprenticeship or training program, successful Bidder shall submit written proof of each such subcontractor's status as a signatory.

- c. Successful Bidder and/or its subcontractor(s) that are not signatories to a recognized apprenticeship or training program as described herein shall be required after award of the Contract to submit with each progress payment request, beginning with the second such request, proof that successful Bidder (Contractor) or its subcontractor(s) contribute to a fund or funds to administer and conduct the apprenticeship program(s) in the area of the Site for each apprenticeable trade or craft that Contractor or its subcontractor(s) is providing labor to the Project. Such contributions shall be made on the same basis and in the same manner as the other contractors do or, where the trust fund administrators are unable to accept such funds, Contractor and its subcontractor(s) must provide written proof of payment of a like amount to the California Apprenticeship Council.
- B. Additionally, if not included with the Bid, the successful Bidder shall deliver to the City and County of San Francisco, SFPUC Contract Administration Bureau at the above address, within the time limit set forth above, the required San Francisco business tax registration numbers and contractor license numbers as specified in Article "Statutory Bidding Requirements."
  - 1. Pursuant to section 10164 of the California Public Contract Code failure of Bidder to timely obtain proper and adequate licensing as specified shall constitute a waiver to execute the Contract and shall result in the forfeiture of Bidder's Bid security.
- C. Failure to deliver to the San Francisco Public Utilities Commission one or more of the documents listed in this Article "Execution of Contract" shall constitute a refusal to enter into the Contract and may result in forfeiture of Bidder's bid security.
- D. The successful Bidder must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of contract award, or within 2 weeks of the date of contract award. Bidder's failure to timely obtain Chapter 12B compliance certification from CMD may result in award of the contract to the next lowest responsible, responsive Bidder, or re-bidding of the contract at the discretion of the City.

## 1.22 STATUTORY BIDDING REQUIREMENTS

- A. Pursuant to Administrative Code Section 6.21(a)(9), Bidder must submit on the Proposed Subcontractors Form attached to the Bid forms (refer to Section 00 43 36) information regarding Subcontractors that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent. Bidder shall list only one such Subcontractor for each portion of the Work. Bidder shall complete and submit the Proposed Subcontractors Form with its Bid.
- B. Bidder shall list on the Bidder's General Information form attached to the Bid Form its current contractor license number and San Francisco business tax registration certificate number, as well as the current contractor license number and San Francisco business tax registration certificate number for each Subcontractor listed on

the Proposed Subcontractors Form. If the apparent low Bidder fails to list such registration numbers, the apparent low Bidder shall furnish such numbers when the Contract is awarded.

- C. Proof that Bidder and all identified subcontractors are currently registered with the California Department of Industrial Relations under California Labor Code section 1725.5.
- D. In accordance with the provisions of the California Business and Professions Code section 7028.15, a bid submitted to the City by a contractor who does not hold the license(s) required to perform the Work, issued in accordance with Chapter 9 of the Business and Professions Code, shall be considered non-responsive and shall be rejected by the City.
  - 1. Refer to the Drawings for Contractor's license requirements.
- E. Pursuant to Chapter 12B and Chapter 14B of the Administrative Code, each Bidder shall execute and submit with its Bid the Certification of Bidder Regarding Nondiscrimination in Contracts and Benefits form attached to the Bidding forms (refer to Section 00 45 70). If a Bidder fails to submit the form as required, then the Bidder may be deemed non-responsive and its Bid may be rejected.
  - 1. Refer to Section 00 73 73 for nondiscrimination contracting requirements.
  - 2. As a condition precedent to award of the Contract, Bidder shall submit the completed online Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits form and, if applicable, upload accompanying required documentation within 5 working days after the official date of Bid opening to the CMD for approval.
  - 3. If said form is not submitted timely or the CMD determines that Bidder is non-compliant, then Bidder may be deemed non-responsive and its Bid may be rejected.
- F. Bidder shall complete and submit with its Bid a Highest Prevailing Wage Rate Certification form (Section 00 45 60) certifying its intention to comply with section A7.204 of the San Francisco Charter and Administrative Code Section 6.22(e) and California Labor Code section 1770 et seq.
- G. Pursuant to Administrative Code Section 6.22(n), Bidder shall complete and submit with its Bid a Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 45 87).
  - 1. Refer to Article "Information to be Submitted After Bid Opening" and Article "Execution of Contract" for additional requirements.

#### 1.23 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

- A. Bidder shall complete and submit with its Bid the Certification of Bidder Regarding Debarment and Suspension form (Section 00 45 82).

- B. Bidder further agrees, by submitting its Bid, that it will require each of its subcontractors, lower-tier subcontractors and suppliers, expected to have subcontracts of \$25,000 or more, to complete and submit the Certification of Subcontractor, Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension form (Section 00 49 14) to the City within 7 calendar days after the date of Bid opening.
- C. The inability of Bidder or its subcontractors, lower-tier subcontractors or suppliers to provide the above certifications will not necessarily result in denial of award of the Contract. In the event that Bidder or its subcontractor, lower-tier subcontractor or supplier is unable to provide such certification because it currently violates or has previously violated conditions of the certification, a description of each instance of violation and explanation shall be attached to its certification. The certification or explanation will be considered in connection with the City's determination whether to award the Contract. However, failure of Bidder or its subcontractors, lower-tier subcontractors or suppliers to furnish a certification or an explanation may disqualify such Bidder from eligibility for award of the Contract.
- D. Bidder agrees by submitting this Bid that, should Bidder be awarded the Contract, Bidder shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by the City.
- E. The certifications (Sections 00 45 82 and 00 49 14) contain material representations of fact upon which the City relies when making the determination to enter into this Contract.
  - 1. Contractor shall provide immediate written notice to the City if, at any time Contractor learns that its certification or the certification of a lower tier participant was erroneous when submitted or has become erroneous by reason of changed circumstances.
- F. The terms "covered transaction," "debarment," "suspension," "ineligible," "participant," "person," "principal," "voluntary exclusion," and "SAM Exclusions," as used in this Article shall have the meanings set forth in the "Definitions" and "Coverage" sections of 2 CFR § 180 et seq., as amended from time to time.
- G. If a participant enters into a covered transaction with another person at the next lower tier, the participant must verify that the person with whom it intends to do business is not excluded or disqualified. The participant may rely upon a certification of a lower-tier subcontractor or supplier in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Article. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- I. Except for transactions authorized under Paragraph C of this Article, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to other remedies available, the City or other government agency may terminate this Contract for cause or default.

#### 1.24 LOCAL HIRING REQUIREMENTS

- A. The San Francisco Local Hiring Policy for Construction, Administrative Code section 6.22(g), will apply to this Contract, if awarded. Refer to Contract Section 00 73 30 for information regarding local hiring requirements, including but not limited to local hiring forms that must be submitted after Contract award and prior to Notice to Proceed. In addition, the Office of Economic Workforce Development ("OEWD") maintains a "Q&A" regarding the Policy, which is available on OEWD's website at [www.owd.org](http://www.owd.org).

END OF SECTION