Project

Terminal 3 West Modernization Project at the San Francisco International Airport

Overview

Gensler is soliciting proposals from qualified Local Business Enterprises who have an interest in working with us on SFO’s Terminal 3 West Modernization (T3W) project. T3W will renovate and reimagine the western half of the terminal and the Boarding Area F connector to bring them up to the standards already established in the eastern half of the building and at Terminal 2. This is a major design opportunity which will require a large and diverse team of experienced professionals across a particularly wide range of disciplines.

To be considered for Gensler’s team, please return the following to Alex Baca (alex_baca@gensler.com) no later than Friday, January 8 at noon:

1. Qualifications, including, at minimum, your company’s address; a description of your company and the services it provides; a contact name, phone number, email address, and resume; and three relevant projects
2. Your company’s billing rates
3. Three references for your company
4. A copy of your company’s LBE certification

Your submittal does not guarantee your company’s inclusion on Gensler’s team; we will contact you with next steps should we wish to include you.

Thank you—we look forward to considering your materials.
Airport Commission of the
City and County of San Francisco

Request for Qualifications and Proposals No 10071.66

DESIGN-BUILD SERVICES

For the

Terminal 3 West Modernization and
Boarding Area F Passenger Boarding Bridge Projects

At the
San Francisco International Airport

Date Issued: December 8, 2015
Pre-Proposal Conference: December 15, 2015, Tuesday, 10:00 AM (PST)
Questions Due: January 25, 2016, Thursday, 2:00 PM (PST)
Proposals Due: January 26, 2016, Thursday, 2:00 PM (PST)
Oral Interviews (Tentative): March 7, 2016

ISSUED FOR ADDENDUM 1
Request for Proposals for Design-Build Services
For The
Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. INTRODUCTION AND SCHEDULE</td>
<td>4</td>
</tr>
<tr>
<td>II. DESCRIPTION OF THE PROJECTS &amp; SCOPE OF WORK</td>
<td>5</td>
</tr>
<tr>
<td>III. PRE-PROPOSAL CONFERENCE AND SUBMISSION REQUIREMENTS</td>
<td>6</td>
</tr>
<tr>
<td>IV. CONTENT OF THE PROPOSAL PACKAGE</td>
<td>9</td>
</tr>
<tr>
<td>V. EVALUATION AND SELECTION CRITERIA</td>
<td>18</td>
</tr>
<tr>
<td>VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS</td>
<td>23</td>
</tr>
<tr>
<td>VII. CITY AND AIRPORT CONTRACT REQUIREMENTS</td>
<td>29</td>
</tr>
<tr>
<td>VIII. PROTEST PROCEDURES</td>
<td>30</td>
</tr>
</tbody>
</table>

Appendices:

A. Minimum Qualifications Application (MQA)
B. Contract Monitoring Division (CMD) Forms – Link to Attachment 2 and 7
C. Standard Forms: Listing and internet addresses of Forms related to Taxpayer Identification Number and Certification, Business Tax Declaration, and Chapters 12B and 12C.
D. First Source Hiring Agreement
E. Division 00 Documents
F. Division 01 Documents
G. Division 34 Documents
H. Project Labor Agreement
I. Design Joint Venture Incentive Form
J. Cost Responsibility Matrix
K. Federal Reporting Forms

Exhibits:

1. T2 Partnering Room Directions
2. Conceptual Sketches of the Projects
3. Preferred Perspective for Design Renderings
4. CEQA Categorical Exemption Determination
5. Baggage Handling System Upper and Lower Level Controls
SECTION I – INTRODUCTION AND SCHEDULE

A. General

The City and County of San Francisco (the “City”), acting by and through its Airport Commission (the “Commission”), is soliciting Proposals from qualified firms, teams, joint ventures or LLCs to provide Design-Build Services, Contract No. 10071.66 for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects, (the “Projects”) at the San Francisco International Airport (the “Airport”).

1. As used in this Request for Qualifications/Proposal (the “RFQ/RFP”), the term “Proposer” refers to any entity submitting a response to this RFQ/RFP. The “Proposer’s Team” is comprised of any combination of a Proposer, Lead Design Firm, Architects, Engineer(s), joint venture, sub-consultants, subcontractors, and Key Personnel. Unless expressly stated otherwise, experience and qualifications shall be evaluated based on the combined experience and qualifications of the Proposer’s Team. The term “Contractor” in this RFQ/RFP refers to the successful Proposer.

2. These Projects will utilize the progressive design-build project delivery method. The Airport will separately select a Project Management Support Services (PMSS) Contractor for this Project. The Airport expects the Proposer and the PMSS Contractor to collaborate in defining and issuing multiple trade subcontracts for efficient and timely project delivery.

3. Proposers with relevant experience and qualifications for the Scope of Work set forth in Document 01 11 13 (Appendix F of this RFQ/RFP) are encouraged to submit a MQA and Proposal in accordance with the requirements set forth in this RFQ/RFP, including the format and content guidelines in Sections III and IV of this RFQ/RFP.

4. An Architect Design Joint Venture Incentive will be offered for this RFQ/RFP. Refer to Section V – Evaluation and Selection Criteria, Paragraph (C).

5. These Projects are subject to the Project Labor Agreement (“PLA”) entered into by the City and County of San Francisco, acting through the Commission, and the other signatories to the PLA, including contractors, subcontractors, Building and Construction Trades Council of San Mateo County, and signatory craft unions. Refer to Appendix G for a copy of the PLA.

6. The Airport anticipates entering into two Other Transaction Agreements (OTAs) with the Transportation Security Administration (TSA) that will provide for reimbursement of costs for work related to the baggage handling system involved in these Projects. An application for a Design OTA was submitted to the TSA on September 15, 2015. The Airport anticipates that the Design OTA will be executed by the Airport and the TSA around the start of the Programming Phase for the Projects. At 30% design, the Airport, with the Contractor’s assistance, will submit an application for a Construction OTA. The baggage handling system design and construction subcontract(s) will be subject to the Federal SBA Program rules. Refer to Section VI(O).

7. Proposers are cautioned that California Government Code Section 1090 prohibits government employees, which has been interpreted to include some independent contractors, from being financially interested in any contract that they help create. It is the Proposer’s responsibility to recognize when such a conflict of interest exists.
B. Procurement Schedule

The anticipated schedule for selecting a Contractor is:

<table>
<thead>
<tr>
<th>Proposal Phase</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ/RFP Issued by the Airport:</td>
<td>December 8, 2015</td>
</tr>
<tr>
<td>Pre-Proposal Conference:</td>
<td>December 15, 2015, Tuesday, 10:00 AM (PST)</td>
</tr>
<tr>
<td>Deadline for submission of written questions:</td>
<td>January 75, 2016, Thursday Tuesday, 2:00 PM (PST)</td>
</tr>
<tr>
<td>Requests for Clarifications and Requests for Changes to the Terms &amp; Conditions of the Agreement:</td>
<td>January 75, 2016, Thursday Tuesday, 2:00 PM (PST)</td>
</tr>
<tr>
<td>Proposals Due:</td>
<td>January 2826, 2016, Thursday Tuesday, 2:00 PM (PST)</td>
</tr>
<tr>
<td>Oral Interviews (Tentative):</td>
<td>March 78, 2016</td>
</tr>
</tbody>
</table>

SECTION II – DESCRIPTION OF THE PROJECTS & SCOPE OF WORK

A. OVERVIEW OF THE PROJECTS

Through a Programming and Planning Study, the Airport has developed several scenarios that will enable the Airport to best meet the needs of domestic and international forecasts moving forward, and in all scenarios, redeveloping the western half of Terminal 3 and replacement of Passenger Boarding Bridges at Boarding Area F are both critical components.

Recent improvements to the Airport’s passenger amenities, increased circulation space and holdroom area, and improved concessions have not only earned the Airport accolades from passengers, but the Airport has seen enhanced revenue from non-airline sources. The Terminal 3 West Modernization Project aims to renovate the western half of Terminal 3 to the same level of passenger experience as was achieved in other recent Airport Terminal projects.

International traffic on wide-body aircraft has dramatically increased in the recent years, and the projected need for gates capable of accommodating international passengers on large aircraft will soon exceed the capacity of the Airport. It is anticipated that as part of the Terminal 3 West Modernization Project, the existing five domestic gates along the western face of Terminal 3 will be upgraded to allow flexibility to accommodate both international and domestic flights with a combination of up to three wide-bodied aircraft swing gates and up to five domestic gates capable of accommodating narrow-bodied aircraft.
The Terminal 3 West Modernization Project will also include renovation and expansion of the Boarding Area F connector, United Club and other United Airlines facilities, a consolidated baggage handling system in a centralized location within the western half of Terminal 3, and replacement of the full façade of Terminal 3 on all levels.

Finally, the Boarding Area F Passenger Boarding Bridge Project includes replacement of existing passenger boarding bridges and improvements to associated infrastructure within Boarding Area F to increase flexibility of aircraft parking, including apron improvements, improvements to the hydrant fueling system, new fixed bridges, new door penetrations, and any improvements necessary to building systems and other infrastructure.

Please refer to Document 01 11 13, Scope of Work, for a description of the project and the Scope of Work. The Contractor will work with the Airport Staff and the PMSS team to develop a refined scope of work for the Projects that aligns with the overall Project goals and budget.

B. SCHEDULE OF THE PROJECTS

The Contractor will work with the Airport Staff and the PMSS team to develop a refined schedule of the Projects that aligns with the overall schedule of the Capital Improvement Program.

The estimated duration for Design-Build services for both Projects is One thousand eight hundred (1,800) consecutive calendar days from Notice to Proceed (NTP) with Programming to Final Completion (Refer to Document 00 54 39: Contract Time and Liquidated Damages). The Project will be accomplished in the various phases below set forth in Document 01 11 13 (Appendix F of this RFQ/RFP).

1. Programming
2. Design
3. Construction
4. Activation/Commissioning
5. Closeout

C. BUDGET AND FUNDING

The estimated direct construction cost is Six Hundred Twenty-three Million dollars ($623,000,000). The Airport intends to fund the Projects from the Airport 5-year Capital Improvement Plan and the Baggage Handling System with Federal funds.

D. SERVICES TO BE PROVIDED

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all tasks necessary to complete the Project. The Scope of Work is more fully described in Document 01 11 13: Scope of Work in Appendix F of this RFQ/RFP.
A. Pre-Proposal Conference

A pre-proposal conference will be held on **Tuesday, December 15, 2015 at 10:00 AM** at the San Francisco International Airport, **Terminal 2 Partnering Room which is located in Terminal 2 Departure Level, Pre-Security (See Exhibit 1 for the Map)**, San Francisco, CA 94128. The pre-proposal conference is held to offer information about the Projects and the procurement process and answer any questions or requests for clarification on any items in the RFQ/RFP. All potential Proposers are encouraged to attend.

B. Requests for Information/Clarifications and Terms and Conditions Revisions

1. All written questions, requests for information/clarifications, and requests for changes to the Terms & Conditions of the Agreement (Document 00 52 00) must be received by **January 75, 2016, Thursday Tuesday at 2:00 PM (PST)**, and written responses will be available as addenda to this RFQ/RFP at the Airport’s website www.sfoconstruction.com.

2. The Airport will review and consider timely written objections or requests for changes to the Terms & Conditions of the Contract. Any changes made by the Airport shall be made via Addendum prior to the deadline for proposal submission. No changes will be made to the base Terms and Conditions after the deadline for submission of proposals.

   a. Note that the indemnity provisions of the Contract Documents, Paragraph 9.01 Document 00 52 00 (Agreement) and Paragraphs 3.18 and 3.21 of Document 00 72 00 (General Conditions), are not negotiable as this is a City and County of San Francisco requirement.

3. Requests for information/clarification, written questions, and requests for changes to the Terms & Conditions of the Agreement shall be in writing and submitted via email. The email subject line shall include, at a minimum, the date of the request, RFQ/RFP Number and Title. Submit your correspondence to:

   **Claudia Luquin**, Airport Project Manager
   Claudia.Luquin@flysfo.com

C. Proposal Deadline:

Proposal package submissions must be received **January 28, 2016, Thursday Tuesday, at 2:00 PM (PST)**. The proposals shall be delivered to:

**Claudia Luquin**, Airport Project Manager
C/O: Geri Rayca
San Francisco International Airport
Design & Construction
676 North McDonnell Road
San Francisco, CA 94128

**LATE SUBMITTALS WILL NOT BE ACCEPTED AND SUBMITTALS RECEIVED AT THE INCORRECT ADDRESS WILL NOT BE ACCEPTED**
PLEAS Note that U.S. MAIL cannot be received at the above address. Postmarks will not be considered in judging timeliness of submissions. While not advised, Proposal packages can be mailed to the following P.O. Box address for general deliveries to the Airport. Be advised that delivery to the P.O. Box address may be delayed by internal handling of incoming mail at the Airport. Proposal packages mailed, therefore, may not reach the Airport Project Manager before the stipulated deadline even if postmarked well in advance:

Claudia Luquin, Airport Project Manager  
C/O: Geri Rayca  
San Francisco International Airport  
Design & Construction  
P.O. Box 8097  
San Francisco, CA 94128

D. Submission Format

1. Print double-sided to the maximum extent practical.

2. For word processed documents, use justified text, 11 point, serif font (e.g., Times New Roman, not Arial), and use pages with margins of at least 1” on all sides (excluding headers and footers).

3. Pages shall be no larger than letter size (8 ½ by 11 inches) or, if folded to that dimension, twice letter size (11 by 17 inches). Attachment pages shall also be no larger than letter size (8 ½ by 11 inches) or, if folded to that dimension, twice letter size (11 by 17 inches).

4. Bind the contents of envelopes 1, 2, 3, 4, and 6 with binder clips only. Do not bind any of these documents with a spiral binding, glued binding, or anything similar. Spiral binding of the contents of envelope 5 is required – do not use a three-ring binder.

E. Submission Envelopes

The Proposal submission package is made up of seven (7) envelopes listed in this subsection with quantity and envelope label as required below. Further explanation of envelope content is described in the following Sections:

1. Envelope 1: Minimum Qualifications Application
   One (1) unbound copy of the completed and signed MQA application shall be submitted for the Prime Builder and the Lead Design Firm. MQA applications shall be placed in an envelope or box clearly marked “Envelope 1: Minimum Qualification Application - Request for Qualifications and Proposal, Contract 10071.66, Design-Build Services for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects.”

2. Envelope 2: Contract Monitoring Division (CMD) Forms
   One (1) unbound copy of the CMD forms in an envelope clearly marked "Envelope 2: CMD Forms - Request for Qualifications and Proposal, Contract 10071.66, Design-Build Services for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects.”

3. Envelope 3: First Source Hiring Agreement
One (1) unbound copy of the First Source Hiring Agreement in an envelope clearly marked “Envelope 3 – First Source Hiring Agreement - Request for Qualifications and Proposal, Contract 10071.66, Design-Build Services for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects.”

4. Envelope 4: Proposers Contract Forms – including Architect Design Joint Venture Incentive Form
   One (1) unbound copy of the Proposer’s contract forms and any architect design joint venture incentive form, in an envelope clearly marked “Envelope 4: Proposers Contract Forms – Request for Qualifications and Proposal, Contract 10071.66, Design-Build Services for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects.”

5. Envelope 5: Technical Proposal
   Seven (7) spiral bound copies of the Technical Proposal in an envelope or box clearly marked “Envelope 5: Technical Proposal - Request for Qualifications and Proposal, Contract 10071.66, Design-Build Services for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects.”

6. Envelope 6: Price Proposal
   One (1) copy of the Price Proposal in an envelope clearly marked “Envelope 6: Price Proposal - Request for Proposal, Contract 10071.66, Design-Build Services for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects.”

7. Envelope 7: Electronic Submission
   One (1) CD or USB flash drive containing all of the Proposal documents shown in Envelopes 1 through 6 above in an envelope clearly marked "Envelope 7: ELECTRONIC VERSION - Request for Qualifications and Proposal, Contract 10071.66, Design-Build Services for the Terminal 3 West Modernization and Boarding Area F Passenger Boarding Bridge Projects.”

SECTION IV – CONTENT OF THE PROPOSAL PACKAGE

The content requirements set forth in this RFQ/RFP represent the minimum content requirements for the Proposal Package. It is the Proposer’s responsibility to include information in its MQA and the Technical Proposal that represents all relevant qualifications and other materials. The MQA and the Technical Proposal, however, should not contain standard marketing or other general materials. It is the Proposer’s responsibility to modify such materials so that only directly relevant information is included in the submitted Proposal package. At its sole discretion, the Airport may waive any such failure to meet a requirement of this RFQ/RFP and may request clarification or additional information to cure a failure. If the Airport allows a cure, the Proposer will have twenty-four (24) hours to cure its failure of responsiveness.

A. Statement of Minimum Qualifications (MQA) Pass/Fail

Proposers shall complete and submit the MQA attached as Appendix A to this RFQ/RFP. In order to have its proposal considered for scoring and potential award of this contract, Proposer shall be able to answer “yes”, or N/A as it may apply, to each of the questions posed on Appendix A and shall sign the document under penalty of perjury.

B. Contract Monitoring Division (CMD) Forms Responsiveness

---

SFIA August 2015 Edition 00 11 19 - Page 9 of 32

RFQ/RFP Design-Build

Issued for Addendum 1
Complete the following CMD forms and documents found at the link provided in Appendix B:

1. CMD Form 2A, Contract Participation Form (CMD Attachment 7);
2. CMD Form 2B, Good Faith Outreach Form (CMD Attachment 2);
3. CMD Form 3, Non-Discrimination Affidavit (CMD Attachment 2);
4. CMD Form 4, Joint Venture Form, if applicable, (CMD Attachment 2);
5. CMD Form 5, Employment Form (CMD Attachment 2).

C. First Source Hiring Agreement (FSHP) Responsiveness

Complete the FSHP agreement provided in Appendix D for the Proposer only.

D. Proposers Forms Responsiveness

Proposers shall provide the following completed forms as required by this RFQ/RFP:

1. Document 00 42 54: Acknowledgment of Receipt of Addenda
2. Document 00 43 44: Certificate of Proposer Regarding Apprenticeship Training Program
3. Document 00 45 36: Certificate of Proposer Regarding Non-Discrimination in Contracts and Benefits

E. Technical Proposal 700 Maximum Points

The Contractor will be responsible for accomplishing all of the scope of work detailed in Document 01 11 13: Scope of Work necessary to implement the Project. Proposer must demonstrate that it is able to provide all services necessary to support the Project. Proposers to this RFQ/RFP must submit the following information and respond specifically to the information requested, in the order specified, and use tabs to help organize the Technical Proposal. It is recommended that the Technical Proposal be concise to limit the Proposer’s preparation effort.

The Technical Proposal shall be a maximum number of 20 double-sided sheets of paper.

1. Introduction and Executive Summary 5 Points
   a. Provide a cover letter presenting the Proposer’s vision for delivering the Projects as detailed in this RFQ/RFP and in Document 01 11 13: Scope of Work. Provide comments or suggestions to the Airport for generating the coordination and teamwork to run the Projects wisely and efficiently. Please also provide comments on the team’s commitment to delivering an excellent, world-class design. The cover letter must be signed by a person authorized by the Proposer to obligate the Proposer to perform the commitments contained in the Technical Proposal and Contract Documents. Submission of the letter will constitute a representation by the Proposer that the Proposer is willing and able to perform the commitments contained in the Technical Proposal and contract documents.
   b. Indicate whether the Proposer is a single entity, partnership, corporation, joint venture, or other legal entity recognized in the State of California. If the Proposer is a joint venture, provide a copy of the joint venture agreement in Envelope 2, CMD Forms.
   c. Identify the name of the contact person, his or her title, telephone number, e-mail address, mail address, and a brief description of his or her role on the Project. The contact person must
be a Key Personnel person.

d. By submitting the Proposal, the Proposer affirms the following:

- Proposer agrees to commit and assign all Key Personnel identified in the Technical Proposal.

- Proposer understands that selection of its Proposal will be based, in part, on the Proposer’s Team and the Key Personnel as submitted in response to this RFQ/RFP. Therefore, the Airport will not approve any requests for substitution of the Key Personnel within nine (9) months after the issuance of the Notice to Proceed with Programming, until it has thoroughly and fully investigated the causes and reasons for such requests.

- If any substitution of the Contractor’s Project Manager as submitted with the Technical Proposal is required, the Contractor shall propose a replacement in writing to the Airport Project Manager for approval.

- The Contractor shall replace the Project Manager departing from the Projects or departing from his/her assigned role in the Contract with an individual of comparable experience thirty (30) calendar days prior to the departure of the assigned Project Manager. Failure to replace the Project Manager or Key Personnel shall not relieve the Proposer of its obligation for full performance of the services to be provided as a result of any unfulfilled position.

2. Proposer’s Team

Proposer’s Team consists of the Proposer, all joint venture members, and subcontractors, including Key Personnel. "Key Personnel" is defined as those individuals of the Proposer’s Team who will have direct, hands-on responsibility within their respective disciplines for the provided professional services.

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

a. Organization of Proposer’s Team

- Provide a staffing plan matrix and summary describing the role of each member of the Proposer’s team. Describe the scope of the Prime Builder, and/or joint venture, Lead Design Firm and each subcontractor firm’s services and responsibilities during all phases of the Projects. Identify the San Francisco office location from which the firms will be supported while at the Airport. Indicate all former names, if any, under which the prime firm has conducted business and the years of operation under each name.

- Provide an organizational chart showing the reporting relationships and responsibilities of the Prime Builder, Lead Architectural Firm(s) and the disciplines of other firms and describe the Proposer’s approach to the management of such firms for all phases of the Projects.

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

b. **Proposer’s Team Experience and Qualifications**  (125 Points)

The Proposer must successfully demonstrate a full range of technical and managerial disciplines and capabilities associated with providing Design-Build services for relevant projects similar in size and complexity to this Project. The Proposer must either individually, or collectively, demonstrate, through project examples, relevant expertise to successfully perform the Proposer’s role and responsibilities described in all of the scope of work detailed in Document 01 11 13: Scope of Work.

- Provide a description of a minimum of two (2) projects where the Proposer or its key personnel provided professional services, as described in the scope of work detailed in Document 01 11 13: Scope of Work. At least one (1) project shall be an integrated project delivery type, such as Design-Build, CM/GC or CM at Risk. The project examples shall be similar in type, scope and magnitude to this Project, especially at similar facilities that must be phased and implemented with minimal disruption to operations. Project descriptions shall be limited to one-page each (can be double-sided). Provide the following information for each project:

  1) Identify which firm is submitting the project
  2) Name of the project
  3) Client contact information – telephone number and current email address
  4) The scope of services provided
  5) Total dollar value of the project
  6) Total dollar value of the Firm’s contract
  7) The project start and end dates
  8) Identify the project delivery method
  9) Indicate whether project involved Programming Phase scope development
  10) Identify the permitting requirements which Contractor was responsible for assisting the Owner in obtaining, including development of Standard Operating Procedures
  11) Identify the Construction Sequencing Work Plan developed by the Contractor describing the interim operating improvements, conditions, and regulatory requirements.

- Submit a one-page summary table to cross-reference the Proposer’s Team with participation in the reference projects.

c. **Key Personnel**  (150 Points)

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

  1) Identify the Project Manager. The Project Manager should not only have robust and relevant experience, but should be able to thrive in the collaborative working
environment of SFO. The Project Manager should have experience managing the delivery of an airport terminal building from programming through closeout, preferably one which required complex phasing to maintain operations. The Project Manager should be collaborative, innovative, and be able to drive the team to solutions.

2) Identify the Lead Designer. The Lead Designer should have extensive experience in airport terminal design, as well as have a keen understanding of SFO’s design vision and aesthetic.

3) Identify the SEP Manager/Design Manager. The SEP/Design Manager should have experience managing the programming and design of an airport terminal building renovation and expansion with an emphasis on the passenger experience. The SEP/Design Manager should be collaborative, innovative and able to help guide the team towards the SFO architectural vision. The SEP/Design Manager should be available to the team, at a minimum, during the Programming, Design, and Construction Phases.

4) Describe the individual team members with experience managing the programming, design, construction, activation, and closeout of the following systems and could manage the delivery of these systems for the Projects:

- Mechanical, Electrical, and Plumbing
- Airport Special Systems
- Airfield and Aircraft Systems
- Baggage Handling Systems

5) Identify the managing Superintendent

6) Identify the Zero Net Energy Integrator. The Zero Net Energy Integrator shall work with all team members throughout the Programming, Design, Construction phases and through Commissioning of the facilities to ensure that the principles of Zero Net Energy are integrated into all phases of the program and design of the Projects. He or she should remain involved in the commissioning of the Projects to ensure that the design intent was achieved, as well as assist with adjustments to the systems as necessary during operations. The integrator shall ensure that all team members work together to achieve the Airport’s goals for Zero Net Energy.

d. For all Key Personnel, provide no more than a one-page resume for each individual that includes the following information (resumes are not part of the page count):

- First, middle initial and last name
- Business Contact information
- Position with firm
- Years of Experience (a minimum of five [5] years of experience performing professional work associated with their discipline is required)
- Years of Experience with the current Firm
- Education
• Current Professional registration, as applicable
• Current LEED accredited professional documentation (as applicable)
• Role on these Projects with estimated percentage of time available to work on each phase as outlined in Document 01 11 13, Scope of Work, and estimated percentage of time available to be on site during each phase.

e. For all Key Personnel, provide up to three (3) relevant* references with the following information:
  • Client Name
  • Phone Number
  • Email Address

  * Relevant references are persons that the Key Personnel individual worked directly with and have the authority or technical knowledge associated with the project submitted to confirm the experience.

f. Provide up to three (3) relevant** projects completed within the last ten (10) years and provide the following information. This information shall be included in the technical proposal and shall not be part of the resume:
  • Title and location of project (City and State)
  • Year completed for professional services
  • Year completed for construction services
  • Brief description of project and specific role as it relates to that project
  • State whether work was completed with current firm

  ** Relevant projects are projects with a similar scope and size of this Project, and may include, but are not limited to design and construction using integrated project delivery methods, such as CM/GC, CM at Risk, or Design-Build.

3. **Approach to the Projects** 100 Points

Proposer must demonstrate that it is able to provide all services necessary to support the Projects. The Approach to the Projects should demonstrate the Proposer’s understanding and commitment to support or implement the following through the Project:

• Exceptional Project Outcome (EPO), including the Stakeholder Engagement Process. Found at www.sfoconstruction.com
• Principles of REACH. Found at http://www.flysfo.com/business-at-sfo

Using the Services to be provided described in the scope of work detailed in Document 01 11 13: Scope of Work as a guide, describe the execution approach for the Projects that the Proposer
intends to utilize in a coordinated and thorough manner. Describe how the Proposer would provide the depth of technical services required for the Projects while integrating the Airport’s Strategic Plan and Core Values throughout the Projects while incorporating the customer experience standards of the main airline tenant, United Airlines. Include the following:

a. Innovative design ideas (particularly at the Boarding Area F Plaza zone), options to develop international/domestic swing capabilities more quickly, baggage handling system considerations, as well as any perceived challenges and any other recommendations for the Airport to deliver a world-class design and an Exceptional Project Outcome.

b. Approach to management of the Project entities (lead design firm, subcontractors, etc.) throughout the Programming, Design, Construction, Activation, and Closeout phases.

c. Approach to engaging with Stakeholders through the Stakeholder Engagement Process (SEP) with particular focus on leveraging information gathered from the recently-completed SEP for the Terminal 1 Program.

d. Approach to integrating Airport staff, design teams, and builders into a cohesive team utilizing the formal Partnering process (Document 01 31 33, Partnering Requirements found in Appendix F of this RFP).

e. Approach to working collaboratively with the main airline tenant, United Airlines.

f. Approach to using the Airport-provided project management system described in Document 01 11 13: Scope of Work.

g. Approach to managing the programming, design, construction, activation, and closeout of the following systems:
   - Mechanical, Electrical, and Plumbing
   - Airport Special Systems
   - Airfield and Aircraft Systems
   - Baggage Handling Systems

h. Approach to coordinating multiple entities to ensure that energy performance and sustainability goals are achieved.

i. Innovative strategies to deliver a Zero Net Energy Capable facility that will help the Airport achieve the goal of Zero Net Energy campus-wide.

j. Approach to working with Airport Staff, the PMSS team, all subcontractors, and all stakeholders to ensure that operations, concessions, passenger flow, safety and security are established at all times during construction within and around an operating Airport terminal.

k. Provide a minimum of three schedule savings/cost savings strategies that the team has successfully employed on similar projects and the time/cost reductions the team was able to realize from these actions.
1. Approach to risk management and how key risk factors will be reduced, identified and mitigated. Provide specific examples from past and/or current projects where the risk was identified and identify at what stage of the project and how it was mitigated.

m. Approach to incorporating LBE into the Projects to meet or exceed the minimum requirement and to work with the 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 increased Airport experience and technical capacity for local businesses.

n. Approach to segregating costs between federally funded scope and non-federally funded scope and preparing appropriate documentation for reimbursement.

o. Approach to trade bid package selection and coordination. Additionally, specific approach to the selection of core subcontractors and coordination of self-performed subcontractors.

p. Approach to testing, start-up, system activation and facility commissioning, and coordination of pre-opening activities. Explain the Proposer’s strategy to work closely with the main tenant, United Airlines, during hand-off(s) and various interim milestones.

q. Approach to procuring an off-site office space and approach to managing the Projects from this space. Proposers should not assume that there will be facilities available for teams to be located at the Airport throughout the duration of the Project.

4. Design Narrative:

Provide a one-page design narrative written by the Lead Designer, explaining how the team will achieve the Airport’s vision for the Projects in terms of:

1) Designing a world-renowned Terminal that delivers an extraordinary passenger experience, exceeds SFO’s design expectations, and optimizes operations.

2) Supporting the Airport’s Mission for Reaching for #1.

3) Embracing the Principles of REACH

4) Integrating the principles of Zero Net Energy

5. Design Renderings:

The Design Renderings are not expected to be the output of a robust design exercise, but rather, the Airport would like the Proposer to demonstrate the design approach and how the Projects will interpret SFO’s design vision and aesthetic.

Provide the following rendered perspectives on 11x17 pages as part of the Technical Proposal:

1) Illustrate the interior design character of the Terminal with a focus on the Boarding Area F Plaza, the Boarding Area F Connector, the concessions zones, and the interface between Boarding Area F Plaza and the recently completed Terminal 3 East building. This rendered perspective should be taken from the vantage point as shown in Exhibit 3.
2) Illustrate the interior design character of the Terminal with a focus on the passenger’s view and experience as they enter the Boarding Area F Plaza area from the mezzanine level. This rendered perspective should be taken from the vantage point as shown in Exhibit 3.

6. Schedule and Phasing Approach 95 Points

Provide an overview summary schedule showing the various phases, including resource allocation for staff based on the proposed approach for the Projects. Schedule may be an appendix to the Technical Proposal and is not part of the page count.

Provide a one-page design narrative co-written by the Lead Designer and the Contractor Project Manager, explaining how the team will approach phasing the design and construction of the Projects.

F. Price Proposal 800 Points

The City intends to award this contract to the Proposer that it considers will provide the best overall value. The City reserves the right to accept other than the lowest priced offer and to reject any price proposal that is not responsive to this request.

The Proposer shall submit its price proposal on Document 00 42 53.02: Price Proposal Sheet. Detailed instructions for completing the Price Proposal can be found in Document 00 42 53.01: Price Proposal Instructions.

1. The following should be considered in the development of the Price Proposal:

   a. The Proposer may not utilize Subcontractor Default Insurance (SDI) for any trade subcontractor work.

   b. The Proposer shall not utilize a Proposer’s Controlled Insurance Program (CCIP) for any trade subcontractor work.

2. The Design Services Fee shall be not exceed eight percent (8%) of the estimated budget for the Design-Build Contract, not including the Design Services Fee itself. The negotiated lump sum Design Services Fee shall be added to the Contract upon completion of the Programming Phase.

3. The Price Proposal Sheet must be signed by a person authorized by the Proposer to obligate the Proposer to perform the commitments contained in the Technical Proposal and Contract Documents. By signing the Price Proposal Sheet, the Proposer agrees to hold the proposed prices for one hundred and twenty (120) days from the due date for Proposals. By signing the Price Proposal Sheet, the Proposer also declares, under penalty of perjury under the laws of the State of California that the Proposer has read and agrees to the requirements of the San Francisco Administrative Code described on the following Documents:

   - Document 00 42 54: Acknowledgment of Receipt of Addenda.
   - Document 00 43 10: CMD LBE Commitment Certification.
   - Document 00 43 43: Highest General Prevailing Wage Rate Certification.
• Document 00 45 14: Certification of Proposer Regarding Debarment and Suspension
• Document 00 45 36: Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits.
• Document 00 45 19: Non-Collusion Affidavit.
• Document 00 45 86: Security Certificate.

SECTION V – EVALUATION AND SELECTION CRITERIA

A. Evaluation Process

1. **Step One:** Airport staff will screen the Envelopes to ensure that the Proposers submitted the required documents, meet the minimum required qualifications and are not determined to be non-responsive. If Proposers are found to be non-responsive the remainder of the submission package will not be reviewed and non-responsive Proposers, if any, will be notified in writing. Proposers may submit a protest in accordance with Section VIII of this RFQ/RFP.

   a. The Airport reserves the right to verify from any other available sources (including past performance record at the Airport), the information provided by the Proposer in any part of the Proposal package and to rely upon such information gathered during the verification process. The Airport reserves the right to adjust, increase, decrease, limit, suspend, or rescind any or all determination(s) based on subsequently learned information.

2. **Step Two:** The Evaluation Panel will review and score the Technical Proposals.

   a. **Evaluation Panel:** The Airport will establish an Evaluation Panel to evaluate and score the Technical Proposals and oral interviews. Technical Proposals that meet all of the minimum qualification requirements will be distributed to the Evaluation Panel for an independent technical evaluation. The Evaluation Panel will review and score the Technical Proposals, taking into account responsiveness, demonstrated competence, and experience. Members of the panel will be impartial, have technical knowledge and experience in the subject matter of the Program, and will reflect the diversity of the City and County of San Francisco. Airport staff will tally the scores and issue a notice of ranking to Proposers.

   b. **Allocation of Points:** Each Evaluation Panel member will individually evaluate and assign rating points to the Technical Proposals as described in Part IV, E – Technical Proposal as follows:

<table>
<thead>
<tr>
<th>Introduction and Executive Summary</th>
<th>5 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Proposer’s introduction letter of their vision for the Projects.</td>
<td></td>
</tr>
<tr>
<td>• Company overview of team members.</td>
<td></td>
</tr>
<tr>
<td>• Summary of Proposer’s technical proposal and understanding of the Projects</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>150 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project Manager, Lead Designer, SEP Manager/Design Manager, Managing Superintendent and Zero Net Energy Integrator have been identified with the required experience.</td>
<td></td>
</tr>
</tbody>
</table>
- The MEP, Airport Special Systems, Airfield and Aircraft Systems and Baggage Handling Systems individual team members are identified with the required experience.
- Resumes have been submitted for all key personnel.
- Relevant experience has been submitted for all key personnel.
- And, relevant projects have been submitted for all key personnel.

<table>
<thead>
<tr>
<th>Experience &amp; Qualifications</th>
<th>125 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence that the organization chart sufficiently addresses the positions necessary to support the Projects throughout the Programming, Design, Construction, Activation &amp; Commissioning, and Closeout Phases.</td>
<td></td>
</tr>
<tr>
<td>Evidence that the staffing plan matrix and summary sufficiently describing the role of all team members.</td>
<td></td>
</tr>
<tr>
<td>Key roles and responsibilities have been sufficiently indicated on the organizational chart.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approach for the Projects:</th>
<th>100 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Innovative design ideas, options to develop international/domestic swing capabilities more quickly, baggage handling system considerations, as well as any perceived challenges and any other recommendations for the Airport to deliver an Exceptional Project Outcome.</td>
<td></td>
</tr>
<tr>
<td>Approach to management of the Project entities (lead design firm, subcontractors, etc.) throughout the Programming, Design, Construction, Activation, and Closeout phases.</td>
<td></td>
</tr>
<tr>
<td>Approach to engaging with Stakeholders through the Stakeholder Engagement Process (SEP) with particular focus on leveraging information gathered from the recently-completed SEP for the Terminal 1 Program.</td>
<td></td>
</tr>
<tr>
<td>Approach to integrating Airport staff, design teams, and builders into a cohesive team utilizing the formal Partnering process.</td>
<td></td>
</tr>
<tr>
<td>Approach to working collaboratively with the main airline tenant, United Airlines.</td>
<td></td>
</tr>
<tr>
<td>Approach to using the Airport-provided project management system and approach to project reporting.</td>
<td></td>
</tr>
<tr>
<td>Approach to managing the programming, design, construction, activation, and closeout of systems.</td>
<td></td>
</tr>
<tr>
<td>Approach to coordinating multiple entities to ensure that energy performance and sustainability goals are achieved.</td>
<td></td>
</tr>
<tr>
<td>Innovative strategies to deliver a Zero Net Energy Capable facility that will help the Airport achieve the goal of Zero Net Energy campus-wide.</td>
<td></td>
</tr>
<tr>
<td>Approach to working with Airport Staff, the PMSS team, all subcontractors, and all stakeholders to ensure that operations,</td>
<td></td>
</tr>
</tbody>
</table>
concessions, passenger flow, safety and security are established at all times during construction within and around an operating Airport terminal.

- Provide a minimum of three schedule savings/cost savings strategies that the team has successfully employed on similar projects and the time/cost reductions the team was able to realize from these actions.

- Approach to risk management and how key risk factors will be reduced, identified and mitigated. Provide specific examples from past and/or current projects where the risk was identified and identify at what stage of the project and how it was mitigated.

- Approach to incorporating LBE into the Projects to meet or exceed the minimum requirement and to work with the 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 increased Airport experience and technical capacity for local businesses.

- Approach to segregating costs between federally funded scope and non-federally funded scope and preparing appropriate documentation for reimbursement.

- Approach to trade bid package selection and coordination. Additionally, specific approach to the selection of core subcontractors and coordination of self-performed subcontractors.

- Approach to testing, start-up, system activation and facility commissioning, and coordination of pre-opening activities. Explain the Proposer’s strategy to work closely with the main tenant, United Airlines, during hand-off(s) and various interim milestones.

- Approach to procuring an off-site office space and approach to managing the Projects from this space. Proposers should not assume that there will be facilities available for teams to be located at the Airport throughout the duration of the Project.

### Design Narrative:

- Statement of design intent written by the Lead Designer

### Design Renderings:

- Renderings from perspectives shown in Exhibit 3

### Schedule and Phasing Approach:

- Summary resource loaded overview schedule showing all phases of the Projects.

- Narrative of the team’s suggestions for phasing the construction of the Projects to optimize operations and revenue and maintain excellent passenger experience.
c. Following the evaluation of the Technical Proposals, up to **four (4)** eligible Proposers receiving the highest scores will be invited to an Oral Interview. In the event of a tie for the fourth-place position, the Airport may invite all tied proposers even if it results in more than four proposers being invited to interview.

3. **Step Three:** Oral interviews will be conducted by the Evaluation Panel and will be **seventy (70) minutes in length.** The Airport reserves the right to select a Design-Builder without conducting oral interviews.

   a. The proposed Project Manager, Lead Designer, SEP Manager/Design Manager, Managing Superintendent and Zero Net Energy Integrator that will be assigned to the Project must be present at the oral interview. Up to an additional two (2) Key Personnel may also be present at the oral interview. No other staff such as sales, marketing, or management executives shall be allowed to participate in the oral interview.

   b. Proposers may prepare a brief presentation to introduce the team members. This presentation shall be five (5) minutes maximum.

   c. The Lead Designer will be asked to share the Proposer’s vision for the design of the Projects. This presentation shall be ten (10) minutes in length maximum.

   d. There will be a problem solving or situation activity where Proposer will be given a problem or situation and will have ten (10)-minutes to develop a strategy, options or approach to addressing the problem or situation. The Proposing Team will then have five (5)-minutes to present their findings to the evaluation panel. There will be up to three (3) standard problems or situations given to each team. Each team will be given the same problems. The Airport may request that specific individuals participate in the activity and/or specific individuals not participate in the activity. After the first problem solution is presented, the Proposing Team will be given the next problem and the process will be the same until all problems have been analyzed and presented to the evaluation panel. The types of problems or situations will be project-level based such as design, phasing, implementation, budget, or stakeholder related.

   e. The Proposing team will have up to five (5) minutes to present their presentation wrap-up.

   f. The Airport Project Manager will be made available to the Proposing team during the ten (10) minute strategy exercises and may be called upon by the Proposing team to answer questions or supply information but cannot lead the discussion or offer suggestions for the response. Airport staff will moderate and time the proceedings.

   g. The evaluation panel will remain in the oral interview room during each problem solving exercise to observe how the Proposing team approaches problem solving, collaboration and team integration.

   h. **Allocation of Points:**

      Oral interview scoring will be based on the problem solving exercises.
• Approach to problem solving: Proposer’s approach to understanding the problem and methodology of how they approach and solve the problem.

• Communication and collaboration: How clearly the Proposer’s team communicates with one another and how well the team works together in a collaborative way to solve problems.

• Technical and Management expertise: How the exercises presents each team member’s technical and/or management expertise and strengths.

4. **Step Four:** Airport Staff will calculate and assign points for the price proposal. The lowest price proposal will receive one hundred percent (100%) of the points assigned to price proposal. Remaining Proposers will receive a deduction of the percentage difference between their price proposal price extension and the price extension of the lowest price proposal.

The following example of the price proposal calculation procedure does not represent the actual costs associated with the Project listed in this RFQ/RFP.

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Proposer Fee</th>
<th>Percent Difference</th>
<th>Percent of Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer 1</td>
<td>$78,791,800 (4.36%)</td>
<td>95.64%</td>
</tr>
<tr>
<td>Proposer 2</td>
<td>$77,561,150 (2.73%)</td>
<td>97.27%</td>
</tr>
<tr>
<td>Proposer 3</td>
<td>$75,500,000 (0.00%)</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**B. Total Allocation of Points**

<table>
<thead>
<tr>
<th>RFQ/RFP – Written &amp; Oral Proposal Evaluation:</th>
<th>Scoring Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>700</td>
</tr>
<tr>
<td>Oral Interview</td>
<td>500</td>
</tr>
<tr>
<td>Price Proposal</td>
<td>800</td>
</tr>
</tbody>
</table>

**Total Possible Points** 2000

**C. Architect Design Joint Venture Incentive**

Through this solicitation, the Airport is providing an opportunity to achieve additional evaluation percentage points, identified as an architect design joint venture incentive to be applied at each step of the evaluation process. In order to achieve additional evaluation percentage points for an architect design joint venture incentive, the following criteria must be met:

1. The Proposer’s Lead Design Firm must form a joint venture with one or more CMD-Certified Micro LBE, Small LBE and/or an SBA/LBE architecture firms. To qualify, the architecture Micro LBEs, Small LBEs or SBA/LBE’s must be certified architecture firms by CMD at the
time a Proposal is due in conformance with Section 14B.9 of the San Francisco Administrative Code. The Architect Design Joint Venture must submit a joint venture agreement and a management plan detailing the scope of work to be performed by each joint venture partner and this must be included in envelope 4.

2. The certified Micro LBE, Small LBE, and/or SBA/LBE architecture firm(s) must be an active partner in the joint venture and perform work, manage the Projects and take financial risks in proportion to the required level of participation stated in the proposal and joint venture agreement, and must be responsible for a clearly defined portion of the architectural work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the certified Micro LBE, Small LBE, and/or SBA/LBE joint venture’s work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner(s). The certified Micro LBE, Small LBE, and SBA/LBE joint venture’s portion of the contract must be assigned a commercially useful function integral to the design portion of the Projects.

3. The following Architect Design Joint Venture Incentive will be applied only if the above Architect Design Joint Venture criterion is met:

   a. Two Percent (2%) to an Architect Design joint venture with certified Micro LBEs, Small LBEs, and/or SBA/LBEs whose total participation is equal to or exceeds 5%, but is less than 10% of the total value of architectural services to be provided.

b. Four Percent (4%) to an Architect Design joint venture with a certified Micro LBEs, Small LBEs, and/or SBA/LBEs whose total participation equals or exceeds 10%, but is less than 15% of the total value of architectural services to be provided.

c. Six Percent (6%) to an Architect Design joint venture with certified Micro LBEs, Small LBEs, and/or SBA/LBEs whose total participation equals or exceeds 15% of the total value of architectural services to be provided.

4. The Architect Design Joint Venture Incentive will be applied by adding 2%, or 4% or 6% (as applicable) to each step of the selection process.

5. Airport Architectural Subcontractor Incentive:

   The Airport has established an Architectural LBE subcontracting goal of five percent (5%). To encourage this goal, the Airport is providing an opportunity to achieve additional evaluation percentage points, identified below and to be applied at each step of the evaluation process. In order to achieve additional evaluation percentage points for an Airport Architectural Subcontractor Incentive, the following criteria must be met:

   a. The Proposer’s team must include one or more CMD-certified Micro LBE and/or Small LBE architecture firms. To qualify, the Micro LBEs and/or Small LBEs must be certified by CMD at the time the Proposal is submitted in conformance with Section 14B.9 of the San Francisco Administrative Code.

   b. The CMD-certified Micro LBE and/or Small LBE architectural firms included must be listed on Proposer’s CMD 2A Form. To qualify for this Airport Architectural Subcontractor Incentive,...
Incentive, the listed Micro LBE and/or Small LBE must qualify to count toward the LBE Subcontracting Participation Goal as described in Section VII below.

c. The following Airport Architectural Subcontractor Incentive will be applied only if the criteria stated in paragraphs (5.a) and (5.b) above is met:

**Four Percent (4%)** to a Proposer with one or more certified Micro LBEs and/or Small LBEs, whose total participation is equal to or exceeds 5% of the total design services, as listed on Proposer’s CMD Form 2A and must describe in detail the meaningful work to be assigned to each Micro LBE and/or Small LBE as an attachment to CMD Form 2A.

d. Utilization of LBE Firms: For this procurement, the Airport is strongly encouraging Proposers to utilize LBE firms, including architectural and other types of firms that may be new to working at the Airport by not only incorporating them on the team but providing them meaningful work.

**SECTION VI – TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

**A. Errors and Omissions in RFQ/RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

**B. Inquiries Regarding RFQ/RFP**

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Claudia Luquin, Airport Project Manager
Claudia.luquin@flysfo.com

**C. Objections to RFQ/RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**D. Addendum**

The City may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.
E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A proposer may revise a proposal on the proposer’s own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer’s Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:
the officer’s re-election campaign
• a candidate for that officer’s office
• a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

• Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.
• Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.
• Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

If a 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 S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must 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, and (2) a summary of all complaints concerning the proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, 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.
L. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into 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;
- Reissue a Request for Proposals;
- Prior to 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 RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

N. Local Business Enterprise Requirements and Outreach

1. The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFQ/RFP.

2. All prime contractors and subcontractors will be required to enter all subcontractors’ payment information, and confirm payments in the City’s secure web-based system called the Local Business Enterprise Utilization Tracking system (LBEUTS). This requirement is in addition to any other requirements for requesting payment from the City. The information previously submitted through CMD Forms 7 and 9 will now be entered into the LBEUTS for each progress payment. Prior to the Notice to Proceed, the prime consultant will be required to enter subconsultants information into LBEUTS. The prime consultant will then be required to enter information before and after each progress payment or invoice. After payment, subconsultants will be required to confirm receipt of payment through LBEUTS. The Contract Monitoring Division (CMD) will use this information to monitor compliance with the 14B LBE Ordinance.

4. It is strongly encouraged that each contractor receives training in LBEUTS prior to the Notice to Proceed. For more information about LBEUTS and upcoming training sessions, please go to [http://www.sfgsa.org/index.aspx?page=6182](http://www.sfgsa.org/index.aspx?page=6182).

5. **LBE Subcontractor Participation Requirement for Design Services Portion of the Scope of Work (excluding baggage handling work reimbursable under the Design OTA)**

   a) The LBE subcontracting participation requirement for the **design services portion** of the Projects is **Twenty Five percent (25%)** of the total value of the goods and/or services to be procured. The LBE subcontracting participation requirement can only be met with CMD-certified small or Micro-LBEs. Pursuant to Sec. 14B.9 of the San Francisco Administrative
Code, proposers are hereby advised that the subcontracting participation requirement is based on data indicating availability of 9.0% Minority Business Enterprises (“MBE”), 7.0% Woman Business Enterprises (“WBE”) and 9.0% Other Business Enterprises (“OBE”) to perform subcontractor work on this project. Proposers are further advised that they may not discriminate in the selection of subcontractor on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs, WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

b) Each Proposer responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subconsultants as set forth in San Francisco Administrative Code 14B.8 and 14B.9, and shall identify the particular LBE subconsultant(s) solicited and selected to be used in performing the contract. For each LBE identified as a subconsultant on the CMD Forms noted in paragraph 3, subparagraph a, the response must specify the value of the participation as a percentage of the total value of the design services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subconsultants on the CMD Forms noted in paragraph 3, subparagraph a, must be certified with the San Francisco CMD at the time of the proposal due date, and must be contacted by the Proposer prior to being listed as subconsultant in the proposal. It is the sole responsibility of the Proposer to confirm the status of LBEs identified as subcontractors through the San Francisco CMD Directory of Certified LBEs, available at http://sfgsa.org/index.aspx?page=6132. Any proposal that does not meet the requirements of this paragraph will be deemed non-responsive.

c) In addition to demonstrating that it will achieve the level of subcontracting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by San Francisco Administrative Code Chapter 14B.8 (D)&(E) and CMD Attachment 7 and/or CMD Attachment 2. However, pursuant to San Francisco Administrative Code 14B.8 (B), if a proposer submits a proposal demonstrating LBE participation for the design services portion of this Contract exceeds the requirement by 35% (or 33.75%) of the established LBE subcontracting participation requirement for the design services portion project, the proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) & (E). A certified Small and/or Micro LBE prime proposer may count its participation towards meeting the good faith outreach exception set forth in San Francisco Administrative Code 14B.8(B).

d) Proposals which fail to comply with the material requirements of San Francisco Administrative Code 14B.8 and 14B.9, CMD Attachment 7 and/or CMD Attachment 2 and this RFQ/RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. LBE subcontractor requirements can only be met with CMD-certified LBEs located in San Francisco.

6. LBE Subcontracting Participation Requirement for Construction Portion of the Scope of Work (excluding baggage handling work reimbursable under the Construction OTA)

a) The LBE subcontracting participation requirement for the construction portion of this project is a minimum of seventeen (17%) of the total value of the construction services to be procured. The LBE subcontracting participation requirement can only be met with CMD-certified small or Micro-LBEs. Pursuant to Section 14B.9 of the San Francisco
Administrative Code proposers are hereby advised that the subcontracting participation requirement is based on data indicating availability of **7.8% Minority Business Enterprises ("MBE"), 1.5% Woman Business Enterprises ("WBE") and 7.7% Other Business Enterprises ("OBE")** to perform subcontracting work on this project. Proposers are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs, WBEs, nor OBEs are unfairly or arbitrarily excluded from the required outreach.

b) Prior to the start of construction, the Prime Builder will work with the Airport and CMD to establish an LBE subcontracting participation requirement for each construction trade bid package so that the construction phase’s LBE subcontracting participation requirement can be fulfilled. For each construction trade bid package, the bidder(s) will identify on CMD Form 2A (from CMD Attachment 7 “Integrated Project Delivery Construction Contracts in Excess of $200,000”) the certified LBE subcontractors/suppliers that will be utilized in order to meet the subcontracting participation requirement for that bid package. CMD will use the CMD Form 2As from each construction trade bid package to verify/monitor that the Prime Builder is in line to meet the LBE subcontracting participation requirement for the construction portion of this project. The CMD Form 2As for each construction trade bid package must be reviewed and approved by CMD. At the time each construction trade bid package is due, the Bidder(s) will be required to submit the following forms from CMD Attachment 7: Form 2A/TP/NP, Form 2A/TP/NP ALT, Form 6/TP, and Form 6A/TP/NP (if applicable).

c) Under Section 14B.19(C)(2) of the San Francisco Administrative Code (SFAC), the PROPOSER shall undertake the good faith outreach required by Section 14B.8(D) for all trade packages. The PROPOSER shall document its good faith outreach efforts for each trade package and shall provide copies of such documentation to CMD.

d) During the construction services phase, the Design-Builder will select trade subcontractors through a pre-qualification and competitive bid process. As part of the trade package bidding process, the Design-Builder will work with CMD to develop LBE subcontracting participation requirements for each trade package so that the Design-Builder can meet the LBE subcontracting participation requirement set for the construction phase of the project. The awarded Design-Builder must submit schedules and plans to the CMD to show how the subcontractor participation requirement will be met. Upon receipt of bids from trade package bidders, the CMD will evaluate whether or not the trade package low bidder has met the stated LBE subcontractor participation requirement. CMD will make the final determination of responsiveness for each trade package.

e) For each trade package, the trade package bidder(s) will identify on CMD Form 2A/TP (from CMD Attachment 7) the certified small and Micro LBE construction-related services and equipment and material supply subcontractors that will be utilized in order to meet the subcontracting participation requirement set for each trade package. Additionally, CMD will use the CMD Form 2A/TPs from each trade package to verify/monitor that the Design-Builder is in line to meet the required percentage of subcontracting/sub-consultant participation set for the Project. The CMD Form 2A/TP for each trade package must be reviewed and approved by CMD. At the time each trade package is due, the trade package bidder(s) will be required to submit the following forms from CMD Attachment 7: Form 2A/TP, Form 6/TP, and Form 6A/TP.
7. **Certified LBE Bid Discount /Rating Bonus**

The City strongly encourages proposals from qualified LBEs. Rating discounts will not apply for this contract because the anticipated value exceeds the threshold as defined in the San Francisco Administrative Code.

8. **CMD Forms to Submit with Proposal**

a) All proposals submitted must include the following CMD Forms contained in CMD Attachment 2/7: i) Form 2A, CMD Contract Participation Form, ii) Form 2B - CMD “Good Faith Outreach” Requirements Form, iii) CMD Form 3, Compliance Affidavit, iv) CMD Form 4, Joint Venture Form (if applicable), and v) CMD Form 5, Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

b) Please submit only one (1) copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled CMD Forms. Airport Commission staff will deliver them to the attention of the San Francisco Contract Monitoring Division.

If you have any questions concerning the CMD Forms, you may call Bayard Fong, the Contract Monitoring Division Contract Compliance Officer for the Airport Commission at (650) 821-7723 or via email at bayard.fong@flysfo.com.

O. **Federal Small Business Enterprise Program**

The baggage handling system work covered by the Airport’s OTAs with the TSA is subject to the non-discrimination regulations for federally assisted programs, 13 CFR, Part 112, which are fully incorporated as though fully set forth.

1. **Small Business Provisions and “Best Efforts” Participation Goal for Baggage Handling Core Subcontract:**

a. The Airport’s policy is to ensure local and small disadvantaged businesses have the maximum practicable opportunity to participate and receive Airport contracts that are Federally-funded.

b. The “Best Efforts” SBE subcontracting participation goal is ten percent (10%) of the total value of the baggage handling system Core Subcontract and any baggage handling system Trade Package. The small businesses must be certified as an SBE, DBE, or LBE in order to be counted toward the Airport’s small business participation goal of ten percent (10%). These businesses may be required to submit a current certification letter or certification number to Airport staff when requested.

c. Certified businesses can be found on the following websites:


- California Unified Certification Program (CUCP): [www.californiaucp.com](http://www.californiaucp.com)
4. Any questions about the Airport’s SBE participation goal should be directed to the Airport's Small Business Affairs Office (650) 821-5021 or via email: SFO.ASBAO@flysfo.com

SECTION VII – CITY AND AIRPORT CONTRACT REQUIREMENTS


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

B. Document 00 73 73: Statutory Requirements

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in Document 00 73 73: Statutory Requirements.

SECTION VIII – PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day following the City's issuance of the notice 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 protest must be signed by an individual authorized to represent the Proposer and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

1. Within five (5) working days of the City's issuance of a notice of intent to award a contract, any Proposer that has submitted a responsive Proposal and believes that the City has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth (5th) working day after the City's issuance of the notice of intent to award.

2. Any notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer and must cite the law, rule, local ordinance, procedure or RFQ/RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence...
sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Geoffrey W. Neumayr  
Deputy Airport Director  
San Francisco International Airport - Design & Construction Division  
P.O. Box 8097  
San Francisco, CA 94128  
FAX: (650) 821-7713
DOCUMENT 00 31 00.01
AVAILABLE PROJECT INFORMATION

1.01 SUMMARY

This Document 00 31 00.01 describes available project information for use in the proposals, including reference documents and data resulting from the various investigations or from available information, including existing geotechnical data and soils engineering reports from other projects, as-built, hazardous materials survey reports, underground facilities plans, and environmental assessment information.

1.02 GEOTECHNICAL REPORTS

This Article describes geotechnical data on the Site, and use of data resulting from various investigations.

1. The geotechnical investigation for the existing site was conducted as part of that project and as such the existing geotechnical report resultant from said investigations to be solely used for reference information. Such documentation is not part of the Contract Documents.

2. During the Programming and/or Design Phases, the Contractor shall perform its own geotechnical investigation of the site as described in Division 00 and Division 01 Documents, to develop the basis of design for the foundations, subsurface preparation, and other relevant requirements of the Project. Contractor may use the existing geotechnical investigation data and supplement with additional geotechnical investigation if Contractor verifies to the satisfaction of the Airport, and certifies that the existing information applies to the project.

1.03 EXISTING SITE AND STRUCTURES DESIGN AND/OR CONSTRUCTION DOCUMENTS

This Article describes existing design and/or construction data at or near the Site, and use of said data for Programming, Design and/or Construction. These documents will be made available to teams at the start of the Programming Phase.

1. Terminal 3 Programming and Planning Study, dated August 2015, prepared by RS&H with HOK.

2. Existing design and/or construction documents and/or reports were obtained only for the use of the Airport and its consultants for planning design and/or construction of pending and/or previous projects at or near the project site and as such are to be solely used for reference information. Such documentation is not part of the Contract Documents.

1.04 MASTER UTILITY AND TECHNOLOGY PLAN REPORT

If a Master Utility and Technology Plan Report (MUTPR) exists for the project site and/or facilities, it will be made available to Contractor during the programming phase. The MUTPR is a comprehensive assessment of all site utility infrastructures.

1.05 OTHER DOCUMENTS

The following documents, reports, drawings, and information material, as described in the...
Division 00 and Division 01 Documents, are available by download as indicated:

A. San Francisco International Airport Strategic Plan 2011 – 2016:
   https://sfoconnect.com/sites/default/files/legacy/strategicplan_0.pdf


D. San Francisco International Airport Rules and Regulations:

E. San Francisco International Airport Tenant Improvement Guide:
   https://sfoconnect.com/tenant-improvement-guide

F. SFO Hazard Communication Program link:

G. Stormwater Pollution Prevention Plan for Construction Activities – link:
   https://sfoconnect.com/video/storm_water_pollution

The following documents, reports, drawings, and information material, as described in the Division 00 and Division 01 Documents, are available through the Airport Project Manager, if requested, for use and reference by the proposers:


B. San Francisco International Airport Employee Safety Policy and Procedures


D. San Francisco International Airport Concession Design Guidelines dated 2012.

E. Terminal 3 Vision: Framework for Project Definition, dated March 2013


H. Addendum 1 – Boarding Area F Baseline Environmental Assessment Report, Additional Assessment, dated May 2012

I. SFO Air Quality Study, dated October 10, 2015

J. Sustainable Planning, Design and Construction Guidelines Selected Expanded Requirements