



Request for Qualification

AIRFIELD PAVEMENT RECONSTRUCTION

RFQ# 2321-021523

Bid Designation: Public

Bid RFQ 2321-021523
SUBMIT SOQ PACKET FOR RFQ 2321-021523
AIRFIELD PAVEMENT RECONSTRUCT

Bid Number 2321-021523

Bid Title SUBMIT SOQ PACKET FOR RFQ 2321-021523 - AIRFIELD PAVEMENT RECONSTRUCTION

Bid Start Date February 22, 2023

Bid End Date March 6, 2023

Question Submittal End Date March 1, 2023

Answers to Questions End Date March 3, 2023

Bid Contact Rita Perez, AP & Purchasing Manager
Rita.Perez@hayward-ca.gov

Contract Duration 5-year contract / TBD

Contract

Renewal 1 annual renewal Prices Good for Not Applicable

Pre-Bid Conference Attendance is optional.

DATE: February 28, 2023
TIME: 1:00 PM to 2:00 PM
LOCATION: via Microsoft Teams Meeting

Standard Disclaimer City of Hayward is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

Bid Comments

CITY OF HAYWARD PUBLIC WORKS IS SOLICITING A REQUEST FOR QUALIFICATIONS (RFQ 2321-021523) FROM INTERESTED AND QUALIFIED FIRMS FOR AIRFIELD PAVEMENT RECONSTRUCTION

The City of Hayward ("City") is soliciting proposals from qualified firms ("respondents") to establish

contracts for **Airfield Pavement Reconstruction.**

This contract will be funded by various grants from the federal aviation administration. Therefore, the requirements of Title 2 of the code of federal regulations (C.F.R.), part 200 and §200.317-200.326 of the federal aviation administration (FAA) airport improvement plan, and 49 CFR part 26, participation by disadvantaged business enterprises in department of transportation programs, apply to this contract.

DBE goal. The city has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 10.5% for the utilization of firms owned and controlled by socially and economically disadvantaged persons. The updated DBE goal for subsequent periods will be posted on the city's website when finalized. Bidders are required to submit good faith effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California unified certification program database at <https://californiaucp.dbesystem.com/>.

***** PROPOSERS ARE ADVISED TO CAREFULLY READ ALL REQUIREMENTS PRIOR TO SUBMITTING THEIR STATEMENT OF QUALIFICATIONS *****

***** IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK BACK FREQUENTLY FOR ANY ADDENDA AND/OR OTHER INFORMATION *****

***** ALL QUESTIONS PERTAINING TO THIS RFQ 2321-021523 MUST BE SUBMITTED TO Rita Perez, AP & Purchasing Manager, **VIA EMAIL TO Rita.Perez@hayward-ca.gov ON OR BEFORE March 1, 2023, 4 PM PDT*******

ANY CITY RESPONSE RELEVANT TO THIS RFQ 2321-021523 OTHER THAN THROUGH OR APPROVED BY CITY PUBLIC WORKS/PROCUREMENT SERVICES IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.

** PROPOSERS ARE REQUIRED TO PAY PREVAILING WAGES FOR ALL APPLICABLE WORK PERFORMED ON CITY PROPERTY. **

PLEASE CONTACT HAYWARD CITY PROJECT MANAGER FOR INFORMATION ON PREVAILING WAGES.

*******IMPORTANT DATES*******

The City of Hayward ("City") is soliciting Statements of Qualifications (SOQ) from qualified firms ("Respondents") to establish a shortlist of qualified firms and will then solicit a Request for Proposal (RFP).

Request for Qualifications / Request for Proposal & Project Schedule

RFQ/RFP Release Date:	February 22, 2023
Proposal Due:	March 6, 2023 4PM PST
Interview Date:	March 20, 2023 (week of) TOP 3 (For planning, 3/20/23, 3/22/23, 3/24/23 10am or 2pm)
Selection Date:	March 29, 2023 TOP RANKED #1
Scope of Work Due:	April 5, 2023
FAA Scope Review & Approval:	April 10, 2023
IFE and Top Consultant Fee Estimate Due:	April 26, 2023
Final Fees due to the FAA:	May 1, 2023
Negotiations Consultant Ranked #1:	May 4, 2023
Finalize Consultant Selection:	May 8, 2023

Item Response Form

Item RFQ 2321-021523 - SOQ FOR AIRFIELD PAVEMENT RECONSTRUCTION
Quantity 1 each. Prices are not requested for this item.
Delivery Location City of Hayward Public Works
PURCHASING/PUBLIC_WORKS
Quantity 1
VIA EMAIL: Rita Perez, AP & Purchasing Manager
Rita.Perez@hayward-ca.gov

Description
SOQ FOR AIRFIELD PAVEMENT RECONSTRUCTION

***** PROPOSERS MUST UPLOAD / SUBMIT THEIR PROPOSAL VIA EMAIL /ON-LINE THROUGH SPECIFIED EMAIL ADDRESS TO PURCHASING/PUBLIC WORKS TO BE RESPONSIVE. PROPOSALS RECEIVED AFTER 4:00 P.M. PACIFIC TIME ON THE DUE DATE & TIME WILL NOT BE ACCEPTED *****



CITY OF HAYWARD

**DEPARTMENT OF PUBLIC WORKS & UTILITIES
HAYWARD EXECUTIVE AIRPORT
&
DEPARTMENT OF FINANCE
PURCHASING DIVISION**

**REQUEST FOR QUALIFICATIONS:
AIRFIELD PAVEMENT RECONSTRUCTION
RFQ 2321-021523**

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AIRFIELD PAVEMENT RECONSTRUCTION

The City of Hayward ("City") is soliciting Statements of Qualifications (SOQ) from qualified firms ("Respondents") to establish a shortlist of qualified firms and will then solicit a Request for Proposal (RFP) for the **AIRFIELD PAVEMENT RECONSTRUCTION**. The Contract will be funded by grants from the Federal Aviation Administration. Therefore, the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this contract. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and any subconsultant(s) to comply.

Respondents must meet the minimum qualifications and requirements set forth herein. This Request for Qualifications is set out in the following format:

- SECTION I. Introduction and Instructions to Respondents
- SECTION II. Response Requirements

All questions/requests for interpretation are due: **MARCH 1, 4 PM PST**

All questions and inquiries related to this RFQ 2321-021523 must be directed to: RITA PEREZ via email rita.perez@hayward-ca.gov

Respondents are not to contact other City personnel with any questions or clarifications concerning this RFQ 2321-021523. Public Works/Purchasing will provide all official communication concerning this RFQ 2321-021523. Any City response relevant to this RFQ 2321-021523 other than through or approved by Public Works/Purchasing is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR QUALIFICATIONS, AND TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED HEREIN.		
Date: _____ Company Legal Name: _____		
*Legally Authorized Signature (below)	Printed Name	Title
*Legally Authorized Signature (below)	Printed Name	Title

* If the Respondent is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President, or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, if he or she holds corporate offices in each of the two categories described above. For City purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS SHEET WITH YOUR RESPONSE

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. Introduction

As a service provider, the City of Hayward (City), consisting of 13 departments (and its respective divisions) delivers a broad range of services to the citizens of the City. Services provided include public protection, public health, infrastructure maintenance, and community and City services. It is the primary responsibility of the City's Public Works department to enrich the community through efficient delivery and maintenance of public works infrastructure, planning, capital improvement and development services.

Hayward Executive Airport (HWD) is the City of Hayward's reliever airport in the San Francisco Bay Area. HWD is home to a vibrant business jet and general aviation community. The three-letter FAA designator assigned to the Airport is "HWD." The Airport is situated on approximately 521 acres located about 20 miles east of San Francisco International Airport and about 10 miles south of Oakland International Airport and is home to 461 general aviation aircraft. The airport's service area includes more than three million people within the various regional cities and unincorporated areas of Hayward City. Hayward Executive Airport saw roughly 134,000 operations in 2022 on its two runways. Both runways serves general aviation aircraft.

Public Works intends to pre-qualify firms to provide design and construction administration services for the AIRFIELD PAVEMENT Reconstruction projects at HWD. To satisfy this need, it is Public Work's intent that this RFQ 2321-021523 process will enable the City to establish a shortlist of qualified firms for Projects. It will then invite the shortlisted firms to participate in the Request for Proposal process.

This Contract will be funded by various grants from the Federal Aviation Administration. Therefore, the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan. and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this contract.

The City anticipates that certain improvement projects may be funded with the Airport Enterprise Fund.

B. Overview

This opportunity is for design and construction support services for the AIRFIELD PAVEMENT Reconstruction projects at HWD. The construction project delivery method is to be decided later. An option may be to be construction manager at risk (CMAR) or traditional design-construct process via standard City construction contract.

This project will involve reconstruction of critical taxiways and parking ramps and will require careful phasing which will maximize safety and minimize impact to airport operations.

Airport Improvement Program (AIP) Grant funds will be used for both design and construction of this project, and the Architect – Engineer (A-E) must comply with all the applicable FAA requirements as well as other required federal, state, and local statutes. Certain projects may be

funded with the Airport Enterprise Fund.

C. Project Description – Scope of Work

The AIRFIELD PAVEMENT Reconstruction Project is located on the airfield at Hayward Executive Airport at 20301 Skywest Drive, Hayward. The performance of this work will consist of provision of (environmental), design and post-design, construction support and other related services for the Project.

The selected consultant will provide design services for several airfield pavement projects including reconstruction of Taxiway Zulu (Z). Design services shall include a construction phasing plan, FAA 7460 Form, and associated tasks. Because of the criticality and location of the runways and taxiways, careful planning to maximize safety and minimize impact to airport operations will be essential.

The scope of work (SOW) includes but is not limited to the following main tasks. City may, in its sole discretion, add or delete or defer certain projects at City's discretion due to factors such as funding availability and scheduling.

1. Preliminary engineering and final design services.
2. Preparation of 100% biddable Plans, Specifications, & Estimate. Only technical specifications will be required as contract deliverables.
3. As-needed support during construction contract bidding and advertising.
4. Securing all needed permits and or approvals for each project.
5. Construction Support Services with optional Construction Inspection Services.
6. As-built records preparation and support.
7. As-needed support to close-out each project.
8. Other items as requested by the City.

At this time, City anticipates the list of projects below:

1. Taxiway Zulu (Z) West Design of approx. 165,000 Square Feet Z pavement area between Taxiway Delta (D) Taxiway Foxtrot (F).
2. Design / Re-align approx. 800 Linear Feet of easterly Taxiway Zulu (Z) which is approx. 80 linear feet offset from exiting westerly Z alignment.
3. Taxiway Alpha 1(A1) Design of approx. 12,750 Square Feet A1 pavement area.
4. Taxiway Alpha West (A) Design of approx. 250,000 Square Feet A West pavement area, from Taxiway B to Taxiway E.
5. Taxiway Foxtrot (F) of approx. 192,000 Square Feet F pavement area.
6. Taxiway Charlie (C) of approx. 19,500 Square Feet C pavement area.
7. Design and Re-construction of West T Hangar Ramp between:
 - a. Buildings M-L approx. 18,400 Square Feet of pavement area.
 - b. Buildings L-K approx. 18,720 Square Feet of pavement area.
 - c. Buildings K-J approx. 18,720 Square Feet of pavement area.
 - d. Buildings G-F approx. 18,720 Square Feet of pavement area.
8. Maintenance Shelter & Executive Hangars Building 1 approx. 18,000 Square Feet of pavement area.

This list is preliminary. The City may, in its sole discretion, modify, reverse, or remove items from this list.

City will provide all available information to selected consultant upon request on each project.

The selected consultant may be awarded a multiple year contract, subject to annual renewal. The selected consultant will be required to comply with additional City requirements, including, but not limited to non-participation in nuclear activities.

Any general questions related to RFQ procedures or submittals shall be directed via email only to Rita Perez in Purchasing. Technical questions or clarifications may be sent via email only to sundaresh.begur@hayward-ca.gov with copies to pamela.svrldin@hayward-ca.gov and rita.perez@hayward-ca.gov. Responses to questions shall be released via an Addendum and posted on the City's website. Staff may also send, via email, to prospective consultants any Addendum released although this is not guaranteed.

City hopes to develop and finalize a Project Scope of Work with the selected consultant, which scope has to be approved by the FAA. Later, per FAA guidelines and requirements, City will secure an independent fee estimate (IFE) for such FAA approved scope of work. City will then, in good faith, negotiate with the successful consultant and arrive at a fair consultant fee estimate. City Staff will then formally recommend the selected consultant for a Professional Services Contract at a regularly scheduled City Council Meeting.

D. Proposed Time Schedule (subject to change)

The City of Hayward ("City") is soliciting Statements of Qualifications (SOQ) from qualified firms ("Respondents") to establish a shortlist of qualified firms and will then solicit a Request for Proposal (RFP).

Request for Qualifications / Request for Proposal & Project Schedule

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Final Fees due to the FAA:	May 1, 2023
Negotiations Consultant Ranked #1:	May 4, 2023
Finalize Consultant Selection:	May 8, 2023

E. Instructions to Respondent and Procedures for Submittal

1. Clearly identified SOQs are due by 2:00 P.M. PT on **March 6, 2023**.
SOQs are to be submitted via email to Rita Perez.
Respondents must submit their Statement of Qualifications (SOQ) via email.

ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED.

Facsimile and e-mail Statement of Qualifications will NOT be allowed.

2. Pre-Proposal Meeting Information:

DATE: March 7, 2023

TIME: 1:00 PM to 2:00 PM

Location: Join: via TEAMS Meeting

Please RSVP your attendance by sending an email to rita.perez@hayward-ca.gov by close of business day on February 24, 2023.

The purpose of the Pre-Proposal Meeting will be to discuss specifics of the project. The City strongly encourages a responsible managing officer from the Contractor's office to attend this meeting.

3. The second phase of this bid will invite the **shortlisted firms only** to bid on the Request for Proposal (RFP).
4. The City has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a SOQ. If any person contemplating submitting a response to this Request for Qualifications is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation via **email to rita.perez@hayward-ca.gov**.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the **City's website** at <https://www.hayward-ca.gov>. Any interpretation of, or correction to, this solicitation shall be issued by the City. The City will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the City. However, the City does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check the City's website to ensure that they have received and reviewed all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

After this RFQ 2321-021523 has been issued, any Respondent that undertakes to discuss any matter related to this RFQ 2321-021523 with anyone within the City other than the identified City Staff is presumed to have gained an unfair competitive advantage and may be disqualified. All communications regarding this RFQ 2321-021523 and any

matter related thereto shall be in accordance with this RFQ 2321-021523

All questions or requests for interpretation must be received by the date and time as specified.

5. SOQs must be valid for a period of at least three hundred and sixty-five (365) calendar days from the SOQ due date. No SOQ may be withdrawn after the submission date.

Each Respondent must provide a signed SOQ in MS Word format or text searchable pdf through email.

6. All SOQs shall be submitted on standard 8.5 x 11-inch paper. All pages must be numbered and identified sequentially by section. SOQs must include a table of contents and indexed in accordance with the information requested in Section II, Response Requirements. It is imperative that all Respondents responding to this RFQ 2321-021523 comply, exactly and completely, with the instructions set forth herein. All responses to this RFQ 2321-021523 shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, **and must fully address each requirement and question**. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.
7. SOQs are not to be marked as confidential or proprietary. The City may refuse to consider any SOQ so marked. SOQs submitted in response to this RFQ 2321-021523 may become subject to public disclosure. The City shall not be liable in any way for disclosure of any such records. Additionally, all SOQs shall become the property of the City. The City reserves the right to make use of any information or ideas in the SOQs submitted.

All SOQs and supporting documents will be subject to the provisions of the California Public Records Act (California Code Government Code 6250 et seq.) (PRA) and will be disclosed or withheld in accordance therewith.

Respondents should not request that certain information be treated as exempt, and statements in the SOQs should not be marked as confidential or proprietary. If any information is marked as confidential or proprietary, as it may be necessary, Respondents have the sole responsibility of obtaining any applicable injunctive reliefs to prevent the disclosure of such confidential proprietary information in connection with any request made to City pursuant to PRA or a subpoena for disclosure of such information.

8. Each Respondent shall exercise reasonable care and diligence to avoid submitting a SOQ that could result in a conflict of interest if Respondent were to be selected. This obligation shall apply to the Respondent, the Respondent's employees, agents, and relatives, sub-contractors, and third parties associated with accomplishing work and services in the SOQ. In the event Respondent has done work for the City on this Project in the past or has reason to believe that a conflict of interest may exist for Respondent regarding this Project, Respondent should consult with its legal counsel prior to responding to this RFQ 2321-021523. Any Respondent who is found to have an actual conflict of interest may have its SOQ rejected on that ground.

Respondent, its employees and/or consultants may be subject to the provisions of the

California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may be materially affected by services provided under this Contract, (2) prohibits such persons from making, or participating in making, decisions that could reasonably affect such interest; and (3) may require the filing of a Statement of Economic Interest (Form 700).

If subject to the Act, Respondent shall conform to all requirements of the Act. Failure to do so shall constitute a material breach and is grounds for immediate termination of the Contract by City. Respondent shall indemnify and hold the City harmless for all claims for damages resulting from Respondent's violation of this Section.

9. By submitting a SOQ, the Respondent represents that it has thoroughly examined the City's requirements and is familiar with the services required under this RFQ 2321-021523 and that it is qualified and capable of providing the services to achieve the City's objectives.
10. Each Respondent must submit its SOQ in strict accordance with all requirements of this RFQ 2321-021523 and compliance must be stated in the SOQ. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration as specified in Section II, Part 1, H. "Statement of Compliance."**
11. After the closing date and time for receipt of SOQs, evaluation and, if requested by the City, interviews will commence. Respondents who submit SOQs most responsive to the City's requirements may be asked to give a presentation of their SOQ to City staff. The City makes no guarantee as to the number of Respondents selected for interviews. Selected Respondents should be prepared to make its presentation within three (3) business days after notification and be prepared to discuss all aspects of its SOQ in detail, including technical questions regarding the SOQ. Respondents shall not be allowed to alter or amend their SOQ using the presentation process.
12. City reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the City. Any SOQ may be rejected if it is conditional, incomplete or deviates from specifications in this RFQ 2321-021523. The City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which the City deems reasonably correctable or otherwise not warranting rejection of the SOQ. Any waiver will not excuse a proponent from full compliance.
13. City reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFQ 2321-021523 in whole or part at any time without prior notice (the City makes no representations that any Contract will be awarded to any Respondent responding to this RFQ 2321-021523; c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any SOQ if it is conditional, incomplete or deviates significantly from the services requested in this RFQ 2321-021523.
14. Where two or more Respondents desire to submit a single SOQ in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The City intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.

15. The City does not require and neither encourages nor discourages the use of advocates or other consultants for the purpose of securing business.
16. In the event a Respondent believes that the City's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Respondent believes that any resulting contract would be commercially impractical to perform, the Respondent must file a written protest with the City.

a. Protest Procedure

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include, at a minimum, the following information:

- i. The name, address, and telephone number of the protestor.
- ii. The signature of the protestor or the protestor's representative.
- iii. The solicitation or contract number.
- iv. A detailed statement of the legal and/or factual grounds for the protest;
and
- v. The form of relief requested.

b. Protest of Bid/Statement of Qualifications Specifications:

All protests related to bid or Statement of Qualifications specifications must be submitted to the City Clerk no later than five (5) business days prior to the closing date for Statement of Qualifications. Protests received after the five (5) business day deadline will not be considered by the City.

In the event the protest of specifications is denied, and the protestor wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/Statement of Qualifications submittal procedures provided in the bid/Statement of Qualifications.

c. Protest of Award of Contract:

Immediately upon completion of negotiations with the top-ranked vendor(s), but prior to the filing of an Agenda Staff Report (ASR) for award of Contract, the City shall send a Notice of Intent to Award a Contract to all participating vendors and submit a copy to the City Clerk.

- i. Vendors will have five (5) business days from the date of the notice in which to file a protest concerning the award of the Contract.
- ii. Protests relating to a proposed Contract award which are received after the five (5) business day deadline will not be considered by the City.
- iii. During the five (5) business day period, RFQ 2321-021523 information, including the final evaluator score sheets with the names of individual evaluators redacted, are subject to public disclosure.

- iv. Upon expiration of the five (5) business day period or proper resolution of a protest/appeal, the department may move forward with the Contract award or if necessary, filing the item for approval by the City Council.

d. Protest Process

- i. In the event of a timely protest, the City shall not proceed with the solicitation or award of the Contract until the City renders a decision on the protest, unless the exception in Item 3 below applies.
- ii. Upon receipt of a timely protest, the City will, within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- iii. The City may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the Contract is necessary to protect the substantial interests of the City. The award of a Contract shall in no way compromise the protestor's right to the protest procedures outlined herein.
- iv. If the protestor disagrees with the decision of the City, the protestor may submit a written appeal to the City.

e. Appeal Process

- i. If the protestor wishes to appeal the decision of the City, the protestor must submit, within three (3) business days from receipt of the City's decision, a written appeal to the City.
- ii. Within fifteen (15) business days, the City will conduct a third-party review of all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision.
- iii. The decision of the City will be final and there shall be no right to any administrative appeals of this decision.

F. Evaluation Process and Criteria

An evaluation committee will conduct evaluations of the SOQs submitted through the RFQ 2321-021523 process. The committee will consider the information supplied by Respondents. If it finds a failure or deficiency in the SOQ or any information provided in connection thereto, the Evaluation Committee may reject said SOQ or information or reflect the failure or deficiency in the evaluation.

The City may request clarifications, or otherwise verify the contents of the SOQ, including information about the Respondent, consultants, and sub-consultants. City reserves the right to seek publicly available information about the Respondents.

The Evaluation Committee will rank the responding Consultant SOQs and develop a shortlist of firms to be placed on the shortlist. At the discretion of the Evaluation Committee and based on

evaluation results and City needs, top-ranked consultants from that shortlist may be invited to submit a proposal through an RFP process.

Once the shortlist is established, different scoring criteria may be applied to determine the successful consultant for the project under consideration. That criteria may include, but are not limited to, project specific considerations, interviews, evaluation of references, negotiations, and past projects.

G. Minimum Qualifications/Requirements

Respondent’s SOQ shall meet the following minimum requirements and qualifications to proceed to the evaluation and scoring process:

1. The Respondent must have the ability to do business in Hayward, California.
2. The Respondent must have conducted work similar to that requested in this SOQ at an airport with comparable air traffic annual operations listed in the introduction.
3. The Respondent must possess a current and valid Professional Engineer license in the state of California.

Written SOQs Scoring Format: 100 maximum

Criteria	Description	Maximum Points
1	Qualifications and Related Experience/Technical Expertise	40
2	Availability to Perform Services	20
3	Quality of Past Projects	20
4	SOQ Organization/Completeness of Responses	20
Written Total		100

SOQs deemed to meet all minimum RFQ 2321-021523 requirements will be scored based on the established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each SOQ, and the SOQs will be ranked in order, based upon the Respondents’ submitted written materials.

Any inquiry to determine the responsibility of a Respondent to this RFQ 2321-021523 may be conducted. Respondent agrees that the submission of a SOQ is permission by Respondent for City to verify all information contained therein. If City believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

H. Selection/Award Procedures

Upon the completion of the evaluation process, the Evaluation Committee will make a recommendation for a shortlist of qualified consultants to the City. The shortlisted firms will then be invited to submit a proposal in response to the Request.

An interview and a general project proposal may be requested from the top firm. Based on the results of the interviews and general project proposal evaluations, City may initiate discussions

and negotiations with the Respondent deemed most qualified. Recommendation to the Hayward City Council to award a contract will be based on successful negotiations. Final award determination or placement on the shortlist shall be subject to successful negotiations, reference checks, and past performance.

Unsuccessful respondents not shortlisted will be notified that they were unsuccessful but may be requested, for a fee, to perform an Independent Fee Estimate (IFE) later.

No guarantee is expressed or implied as to the services to be purchased under this RFQ 2321-021523.

I. Department of the Treasury, Internal Revenue Service Form W-9 Requirement

All Contractors, entering a Contract with the City, will be required to submit to the City a federal Form W-9, or Form W-8 for foreign vendors. The City will inform the Contractor, at the time of award, if the Form W-9 or W-8 will be required.

To comply with this City requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent the required Form W-9 or W-8.

SECTION II: RESPONSE REQUIREMENTS

SOQs must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFQ 2321-021523. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Note: SOQs that exceed the page limit noted below may be disqualified from further consideration.**

SOQs must include FOUR sections and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Section 1 (Cover Page, Cover Letter/Executive Summary and any subsequent addenda issued to this RFQ 2321-021523)

Section 2 (Part 1: Include pages 21-24 of this RFQ 2321-021523 and attachments applicable to G, if any)

Section 3 (Part 2: See page 25-29 of this RFQ 2321-021523)

Section 4 (Part 3: This section is limited to a **maximum of 20 single-sided pages** (11 font size or greater))

Part 1

Complete this section and submit as **Part 1** in the second section of Statement of Qualifications.

A. Cover Letter/Executive Summary

All SOQs must be accompanied by a cover letter of introduction and executive summary of the SOQ. The cover letter must be signed by person(s) with authority to bind the Respondent. If the Respondent is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President, or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, if he or she holds corporate offices in each of the two categories described above. For City purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed SOQ submission is grounds for rejection of the SOQ and disqualification from further participation in this RFQ 2321-021523 process. All SOQs shall include in this first section, the Cover Page of this RFQ 2321-021523 and any subsequent addenda issued to this RFQ 2321-021523 with appropriate signatures as required.

B. Validity of Statement of Qualifications

The City requires that all Statements of Qualifications be valid for at least three hundred sixty-five (365) calendar days. Submissions not valid for at least three hundred sixty-five (365) days will be considered non-responsive. The Respondent shall state the length of time for which the submitted Statement of Qualifications shall remain valid below:

_____	_____
Validity of SOQ (in days)	Signature required

C. Certification of Understanding

The City assumes no responsibility for any understanding or representation made by any of its officers, employees, or agents during or prior to the execution of any Contract resulting from this solicitation unless:

1. Such understanding or representations are expressly stated in the Contract; and
2. The Contract expressly provides that the City therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the City in the Contract shall be deemed only for the information of the Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

(Signature required)

D. Minimum Qualifications/Requirements Statement

Respondent shall certify that it meets all minimum qualifications and requirements set forth above in this Section II by signing below.

(Signature required)

E. Certificate of Insurance

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Article “3” for insurance requirements).

(Signature required)

F. Form W-9 Requirements

The Respondent shall certify its willingness and ability to provide the required Form W-9 Requirements as indicated in Section I by signing below.

(Signature required)

G. Conflict of Interest

Respondent must certify either 1 OR 2 by signing below:

1. Respondent certifies current/past financial, business, or other relationship(s) with the City exist/existed as follows:
 - a. Disclose any financial, business, or other relationship with the City, any other entity that the City Council governs, or any City Board member, officer, or employee, which may have an impact, effect, or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals, or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
 - b. Disclose any financial, business, or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

(Signature required)

OR

2. Respondent certifies that no relationships exist/existed as outlined in item 1 above

(Signature required)

H. Statement of Compliance

A statement of compliance with all parts of this RFQ 2321-021523 or a listing of exceptions and suggested changes must be submitted in response to this RFQ 2321-021523. **Respondent must certify either 1 OR 2 by signing below:**

1. This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachments, and no exceptions thereto are proposed.

(Signature required)

OR

2. This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachments, except for those proposed exceptions listed in a separate attachment hereto. **The City does not negotiate exemptions to the Model Contract and may preclude you from continuing in the RFQ 2321-021523.**

(Signature required)

- a. Attachment for each proposed exception must include:
 - (1) The RFQ 2321-021523 page number and section of the provision Respondent is taking exception to.
 - (2) The complete provision Respondent is taking exception to.
 - (3) The Respondent's suggested rewording.
 - (4) Reason(s) for submitting the proposed exception; and
 - (5) Any impact the proposed exception may have on cost, scheduling, or other areas.

I. Non-Collusion Declaration

Each Bidder must execute the Non-Collusion Declaration contained in the Bid Documents and submit it with the Bid.

The City of Hayward may require that the Respondent, before awarding any subcontract, secure Non- Collusion Declarations from proposed Subcontractors. The City of Hayward does not conduct business with Respondents who engage in the act of Collusion, a “Yes” answer may preclude you from moving forward in the RFQ 2321-021523 Process. **Respondent must certify both questions below:**

- a. Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the City of Hayward? **Respondent must select one (1). If Respondent Selects Yes answer, Respondent must provide a brief explanation below.**

Yes

Reason for Collusion:

No

- b. If not, has your firm participated in any discussions with competing firms to influence the payment structure for existing or potential City contracts? **Respondent must select one (1)**

Yes

Provide names of competing firms:

No

(Signature required)

Part 2:

Company Information

Complete this form and submit as **Part 2** in the third section of Statement of Qualifications.

Company Legal Name: _____

Company Legal Status (*corporation, partnership, sole proprietor, etc.*): _____

Active licenses issued by the California State Contractor's License Board: _____

DIR Reg. No: _____ DVBE Cert. No: _____ SBA Cert. No: _____

Corporate Office Address: _____

Local Office Address: _____

(*If more than one local address please use a separate sheet*)

Telephone Number: _____ Fax No: _____

Email Address: _____

Length of time the firm has been in business: _____

Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: Yes _____ No _____

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes _____ No _____ If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____ *D-U-N-S #: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: _____ Facsimile Number: _____

In the event of an emergency or declared disaster, the following information is required.

Name of contact during non-business hours: _____

Telephone Number: _____ Cell or Pager Number: _____

Email Address: _____

Part 3:

Respondent's Statement of Qualifications

20-page maximum for this response section

*Complete this section and submit as **Part 3** in the fourth section of Statement of Qualifications.*

1. Qualifications and Related Experience/Technical Expertise

This section of the SOQ will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature and working with City, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedules on similar projects, and supportive client reference. As part of its response to the following, Respondent should justify how the minimum qualifications/requirements of Scope of Services for Discipline have been satisfied.

- A. Respondent shall provide:
 1. A brief profile of your firm, including the name, a brief history, description of your firm, types of services offered, and the following:
 - a. The year founded.
 - b. Form of the organization (corporation, partnership, sole proprietorship).
 - c. Number of employees.
 - d. Size and location of offices.
 - e. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.
 - f. Description of Respondent's experience in performing work of a similar nature to that solicited in this RFQ 2321-021523.
- B. Describe at least three (3) projects of similar scope and or greater annual operations as those listed in the introduction that demonstrate the Respondent's qualifications and experience for the services described in the Project Description.

2. Availability to Perform Services

This section of the SOQ should demonstrate availability of experienced personnel/resources to perform services, staff, resource allocations, and other solutions by the Respondent to provide/accomplish Services to the City as described in Section 1, Subsection B: Project Description.

3. Quality of Past Projects

This section of the SOQ should demonstrate the quality of similar projects undertaken and capability to complete projects without major cost escalations or overruns.

4. SOQ Organization/Completeness of Responses

This criterion will award points based on how well the Respondent's SOQ is organized and the adequacy and completeness of each response.

ATTACHMENT C: STAFFING PLAN

(Complete and submit as #2. A.1., in Part 3 of Section II “Response Requirements”)

1. Architectual - Engineering KEY PERSONNEL

Name	Classification/ Designation	Years of Experience	Years with Current Firm	Licenses/ Certifications (include license number)

A-E understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the City. Substitution or addition of A-E’s key personnel in any given category or classification shall be allowed only with prior written approval of the City’s Project Manager. ***Note: The written approval of substituted A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside Public Works or another City department.***

A-E may reserve the right to involve other A-E personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to City Project Manager written approval. ***Note: The written approval of additional A-E Key Personnel is for departmental use only and shall not be used for auditing purposes outside Public Works or another City Department.*** City reserves the right to have any A-E personnel removed from providing services to City under this Contract. City is not required to provide any reason for the request for removal of any A-E personnel.

2. SUBCONSULTANT(S)

Listed below are subconsultant(s) anticipated by A-E to perform services specified in Attachment A. Deletion, substitution, or addition of A-E's subconsultant(s) in any given project function shall be allowed only with prior written approval of the City Project Manager.

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/ Trade)	Contractor License Number	DIR Reg Number	DB E If Yes, enter DBE Certification Number	SBA If Yes, enter DUNS Certification Number	Gross Receipts Category (Table 1 on following page)	Age of Firm Years)

(*If more than one local address please use a separate sheet)

Federal Aviation Administration Airport Improvement Program Requirements

This Contract will be funded by grants from the Federal Aviation Administration throughout the life of the contract. Therefore the requirements of Title 2 of the Code of Federal Regulations (C.F.R.), part 200 and §200.317-200.326 of the Federal Aviation Administration (FAA) Airport Improvement Plan, and 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this contract. The following are mandatory provisions of the Federal Aviation Administration, and it is the responsibility of the consultant and any subconsultant(s) to comply.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY.

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows: 10.50%

These goals are applicable to all the Contractor's construction work (whether it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is performed. Outside of the covered area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- A. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract more than \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- B. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Hayward, California.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice: The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be always posted by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by

- a classification in the wage determination.
- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor (City) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually

identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete.
 - (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3.
 - (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(C) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives

to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any apprentice performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be

permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any trainee performing work on the job site more than the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. RACE/GENDER NEUTRAL MEANS

DBE Policy. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Goal. The City has not established a contract specific goal for this opportunity but has established an overall DBE goal for airport projects. The overall DBE goal for airport projects for federal fiscal years 2023 through 2025 is 10.50% for the utilization of firms owned and

controlled by socially and economically disadvantaged persons. The DBE goal applicable to subsequent periods will be posted on the City's website when updated. Bidders are not required to submit Good Faith Effort (GFE). Bidders are encouraged to make efforts to assist the airport in meeting its applicable overall DBE goal. Bidders can search for DBEs that perform the types of work involved on the project by using the California Unified Certification Program database at <https://californiaucp.dbesystem.com/>.

Eligibility of DBEs. Any firm wishing to qualify as a DBE is invited to apply for certification from the California Unified Certification Program (CUCP). Information and instructions for applying for DBE certification may be found at <https://dot.ca.gov/programs/civil-rights>.

Requested Information. Bidders who include DBE participants are asked to submit the following information regarding intended participation by DBEs:

- A. The names and addresses of DBE firms that will participate in the contract.
- B. A description of the work that each DBE will perform.
- C. The dollar amount of participation by each named DBE firm and the dollar amount to be counted towards the goal.
- D. The annual gross receipts category for each DBE firm.
- E. The age of each DBE firm.

This information should be submitted on the List of DBE Firms form provided in the bid specification.

Reporting Requirements. The Contractor shall provide all information and reports required by the City, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with the regulations or directives. If you include a DBE in the bid, monthly reports of DBE contract awards, work performed by DBE firms, and payments to DBE firms shall be submitted to the Project Manager within ten (10) days of the end of each month for the life of the contract. Said reports shall be furnished to the Project Manager in the format specified below.

Monthly Report of DBE Participation

MONTH OF:
 Submitted By:
 Name of Firm:

Name and Address of DBE Firm	Contact Person and Phone Number	Sub-contracting Item	Total Commitment	Current Month Payments	Contract To- date Payments

Commercially Useful Function. The Contractor and its subcontractors shall cooperate and comply with any audits, inspections, or requests for information, required by the City to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is performed by the DBEs to which the work was committed.

Compliance. All Contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DBE obligations, as set forth above, shall constitute a breach of contract which, after notification to the U.S. Department of Transportation, may result in termination of the contract, or such other remedy as deemed appropriate by the City.

LIST OF DBE FIRMS

This contract will be funded in part by a grant from the Federal Aviation Administration, therefore the requirements of Title 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Programs, apply to this contract. Hayward Executive Airport has set an overall DBE participation goal for federally funded contracts as indicated above. If Bidder has listed a DBE in the bid, they are required to report DBE participants in this contract to assist the City in tracking DBE participation to be counted towards achievement of its overall goal. Please list any DBE firms that will participate as subcontractors or suppliers for this project (you may use additional pages if necessary). Please note that these firms must be certified with the California Unified Certification Program to be listed.

Name/Address/Phone of DBE Firm	Product or Division of Work	Gross Receipts Category <small>(Table 1 below)</small>	Age of Firm <small>(Years)</small>	Total \$ Value	* Applied \$ Value	% of Total Project

	* Applied \$ Value	% of Total Project
Total Subcontractors	_____	_____
Total Vendors of Materials and Supplies	_____	_____
Total Manufacturers	_____	_____
Total DBE Participation	_____	_____

- * Applied \$ Value is:
- A. 100% for Subcontractors
 - B. 60% for Vendors of Materials and Supplies
 - C. 100% for Manufacturers

TABLE 1 - ANNUAL GROSS RECEIPTS CATEGORIES

Annual Gross Receipts (Most recent fiscal year)	Gross Receipts Category
Less than \$500,000	1
\$500,000 - \$1,000,000	2
\$1,000,000 - \$2,000,000	3
\$2,000,000 - \$5,000,000	4
\$5,000,000 - \$10,000,000	5
\$10,000,000 - \$15,000,000	6
Over \$15,000,000	7

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).
- B. has not knowingly entered any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- C. has not entered any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- B. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- C. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-

recipients shall certify and disclose accordingly.

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

Certification Of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction,” must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- A. Checking the System for Award Management at website: <http://www.sam.gov>.
- B. Collecting a certification statement like the Certification of Offeror /Bidder Regarding Debarment, above.
- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Certification of Offeror/Bidder Regarding Tax Delinquency And Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is is not
a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is is not
a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

----- **END OF BID** -----

**ATTACHMENT: AIRPORT SECURITY AND ID BADGE
REQUIREMENTS**

If required, Airport Staff will provide necessary escort to access airport facilities.

If required, Airport required Driver License Training and approval will be a requirement of the contract.

FYI: Information about City Airport Driver Training program may be found at the link below:

<https://www.hayward-ca.gov/airport/doing-business-with-us/vehicle-driver-training>