

REQUEST FOR PROPOSALS

**CENTRALIZED RECEIVING AND DISTRIBUTION CENTER
LOGISTICS MANAGEMENT SERVICES**

SACRAMENTO INTERNATIONAL AIRPORT

PROPOSALS DUE BY:

January 8, 2020 @ 2:00 P.M.



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Exhibits:

Exhibit A	Central Warehouse Location
Exhibit B	Central Warehouse, General Area for the CRDC

Attachments:

Attachment A	Draft Agreement
Attachment B	Proposal Form
Attachment C	Addenda Acknowledgment Form
Attachment D	Letter to the Board of Supervisors
Attachment E	Project Costs Analysis Form
Attachment F	FAA General Contract Provisions for Solicitations
Attachment G	Proposal Checklist

SECTION 1 SCHEDULE

The anticipated schedule for this Request for Proposals (RFP) process is shown below. The schedule is subject to change as determined by the Department.

Event	Dates and Time
Issuance of RFP	Friday, 11/22/2019
Mandatory Pre-Proposal Conference at: Terminal B, 4 th Floor Administration Conference Room 6900 Airport Boulevard Sacramento, CA 95837-1109	Thursday, 12/5/2019 at 10:00 a.m. RSVP by 12/2/2019 A tour will be given
Deadline for Submitting All Questions	Wednesday, 12/11/2019 at 2:00 p.m.
Final Addendum Issued	Anticipated no later than Tuesday, 12/17/2019
Deadline for Proposal Submission To: Sacramento County Department of Airports CRDC Logistics Management Services Proposal 6900 Airport Boulevard Sacramento CA 95837-1109	Wednesday, 1/8/2020 at 2:00 p.m. Any Proposal received after this date and time will be returned as non-responsive.
Panel Evaluation of Proposals	Week of 1/17/2020
Interviews of Finalists (if necessary)	Week of 1/31/2020
Board of Supervisors Reviews Recommendation	March 2020
Effective Date of Agreement	5/1/2020

SECTION 2 OPPORTUNITY

INTRODUCTION

The County of Sacramento through its Department of Airports (Department) is soliciting responses from qualified firms to provide Centralized Receiving and Distribution Center (CRDC) Logistics Management Services (Project) at Sacramento International Airport (Airport). The facility will assist the County in complying with the provisions of 49 CFR §1542 by enhancing control over vehicles and persons within the controlled areas of Airport, as well as create efficiencies with the delivery and distribution of concessionaire goods and supplies. The CRDC will be used for concession deliveries only. No other Airport deliveries are impacted by this RFP.

This RFP gives specific instructions regarding what to include in a submitted response (Proposal) and how to format it. A Mandatory Pre-Proposal Conference, as discussed in greater detail below, will be held on December 5, 2019 to address the requirements and objectives of the RFP and answer related questions. If selected and subsequently awarded a CRDC Logistics Management Services Agreement (Agreement), the development and operation of the CRDC will be conducted in accordance with the terms and conditions of the draft Agreement included as Attachment A to this RFP.

Proposals are due no later than the **January 8, 2020 at 2:00 p.m.** (Proposal Due Date). Prospective individuals and entities interested in submitting a response to this RFP (Proposer) may obtain the RFP package from the Airport's website beginning November 22, 2019 at: https://sacramento.aero/scas/opportunities/bids_and_requests. If a Proposer is unable to access this site for a copy, one (1) copy of the RFP can be requested free of charge, via U.S. mail, by contacting the Department at (916) 874-0922. Any additional copies will require a processing fee of \$0.25 per page. Proposers are required to submit any questions or requests for clarification in writing no later than 2:00 p.m. on December 11, 2019.

The point of contact for this RFP opportunity is:

Elizabeth Campopiano
Airport Economic Development Specialist
campopiano@saccounty.net
(916) 874-0922

OBJECTIVE

The Proposer(s) awarded an Agreement (Selected Proposer or Selected Proposers) will be required to operate and manage the receipt, staging, and handling of all concession goods and supplies delivered to the CRDC, and the distribution of the goods and supplies to all current and/or future concessionaire tenants in the terminals at Airport. Other services may be proposed, including but not limited to used cooking oil and food waste disposal.

The Department encourages all businesses to submit a Proposal, including those owned and controlled by one (1) or more socially and economically disadvantaged individuals that can provide the desired product or service. If applicable, please include a copy of the Airport Concessions Disadvantaged Business Enterprise (ACDBE) certification letter along with the Proposal. This information will be used for ACDBE utilization tracking purposes only.

MINIMUM QUALIFICATIONS

In order to submit a Proposal in response to this RFP, each Proposer shall comply with the following minimum requirements:

1. Proposer shall submit a complete and responsive proposal. Refer to the RFP and the Proposal Checklist included herein as Attachment G.
2. Proposer shall attend the Mandatory Pre-Proposal Conference.
3. Proposer shall have a minimum of three (3) years of continuous experience within the last five (5) years in the ownership, management, and/or operation of an airport centralized receiving and distribution center. Distribution should include a wide variety of retail products, food, and beverages. The experience must be at an airport comparable in size, or larger, and in complexity to that of the Airport.
4. Proposer's qualifying business must be financially capable of performing the terms of the Agreement in the sole determination of the Department.
5. If a joint venture, partnership or limited liability company (LLC) submits a Proposal, the entity holding a controlling interest in the joint venture, partnership, or LLC, (for example, majority voting rights in company decisions), must meet the Minimum Qualifications in order to be considered for award of the Agreement. If no single entity holds a controlling interest, then each entity in a group of entities comprising a controlling interest must meet all of the Minimum Qualifications for the joint venture, partnership, or LLC to be considered for award of the Agreement.
6. Proposer shall be bonded or show proof of being bonded prior to the effective date of the Agreement.

MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference is **scheduled for December 5, 2019** at the Airport. The Conference will be held from **10:00 AM to 12:00 PM** in the Administration Conference Room on the 4th floor of Terminal B, located at 6900 Airport Boulevard, Sacramento, CA 95837. The purpose of the conference is to discuss the requirements and objectives of this RFP and provide a tour of the relevant portions of the Airport. Department representatives will be available to answer questions. Please RSVP by calling (916) 874-0922 by December 2, 2019, so the Department may get a head count of proposed attendees for escort and transportation purposes.

Any clarifications or changes to the RFP requirements or draft Agreement that result from the Mandatory Pre-Proposal Conference will be made by written Addendum. Included in the Addendum will be all questions submitted during the Mandatory Pre-Proposal Conference and by the question submittal due date, the answers to those questions, and a list of conference attendees.

MODIFICATIONS TO THE RFP VIA WRITTEN ADDENDA

The County is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda. A copy of each addendum will be posted at https://sacramento.aero/scas/opportunities/bids_and_requests. Any addenda so issued are to be considered a part of this RFP document. Therefore, receipt of all addenda issued during this RFP process must be acknowledged, as part of a Proposal, on the Addenda Acknowledgement Form included herein as Attachment C. Any Proposer failing to sign the Addenda Acknowledgement Form could be deemed non-responsive and may be disqualified from this RFP process.

AGREEMENT DESCRIPTION

Response to this RFP indicates that each Proposer will be seeking to operate and manage non-exclusive CRDC Logistics Management Services for concessions at the Airport. The base term of the Agreement is five (5) years, with two one-year options to extend the term at the sole discretion of the Department. The Department may modify the terms of the Agreement as necessary following the RFP process and prior to execution by Selected Proposer.

PREMISES DESCRIPTION

The Department has identified space in the Central Warehouse building at the Airport to be utilized for management and operation of the CRDC (Premises). The location of the Central Warehouse is shown on Exhibit A to this RFP. An interior layout of the general area in which the CRDC would be located is shown on Exhibit B. The exact area(s) to be used within this joint use facility are subject to proposal and would be dependent upon: 1) the layout and space requirement proposed by the Selected Proposer; and 2) the Department's needs within the facility.

Some space in the Central Warehouse facility will be common use areas and includes loading docks, roll-up doors, circulation space, restrooms, staging areas, and a breakroom. Use of the common use areas requires coordination with Department staff jointly operating in the facility. The Selected Proposer would be prohibited from storing any of its inventory, equipment, disposables, etc., in common use areas, unless otherwise approved in writing in advance by the Department. Use of the Premises shall be in compliance with Section 2.03 of the draft Agreement.

The Department will consider alternatives that involve development and/or use of alternate facilities at Airport; however, the Central Warehouse will be the primary location of the CRDC.

DISCLAIMERS

1. The Department reserves the right to select a Proposer, for the purpose of entering into an Agreement, on the basis of the Proposal submitted or to negotiate with Proposer for modification of the successful Proposal. By submission of a Proposal, each Proposer agrees to be legally bound thereby if its Proposal is accepted by the Department.
2. The Department shall not be obligated to respond to any Proposal submitted nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
3. Any and all Agreements arising out of Proposals submitted (including any negotiations that follow) shall not be binding on the County, its officers, employees, or agents unless approved by the County's Board of Supervisors.
4. Statistical information contained in the RFP documents is for informational purposes only. The Department is not responsible for any inaccuracies or interpretations of the statistical information provided during the RFP process.
5. The Department reserves the right to cancel or modify the terms of this RFP at any time. Notice of such change(s) shall be sent via an addendum.
6. The Department reserves the right to extend or cancel the scheduled Proposal Due Date. Notice of such extension or cancellation shall be sent via an addendum.
7. The Department reserves the right to waive minor irregularities.
8. The Department may notify Proposers to be given further consideration and interview.
9. After it has been submitted to the County, no Proposal may be withdrawn without forfeiture of the Proposal Deposit unless a written request is received by the Department before the Proposal Due Date.
10. Proposers must provide written clarification or additional information within two (2) business days following any written request for such information by the Department during the Proposal review and evaluation process.
11. In submitting the Proposal, the Proposer agrees that the Proposal will remain valid for one hundred and eighty (180) calendar days after the Proposal Due Date and may be extended upon mutual agreement.
12. The Department reserves the right to reject any and all Proposals or to accept any Proposal that is deemed to be more advantageous to the public and the County.
13. The Department reserves the right to negotiate agreement(s) with other companies outside of the RFP process, even if such companies did not participate in the RFP process.

CALIFORNIA REQUIREMENTS REGARDING PUBLIC RECORDS

Under the laws of the State of California, the Proposal submitted may be considered a public

record after selection of a Proposer and execution of the Agreement and, except as noted below, will be available for inspection and copying by any person after the award of the Agreement. Any proprietary or otherwise sensitive information contained in or with the Proposal is subject to potential disclosure.

Information considered "confidential" by the Proposer may be submitted in a separate sealed envelope, with each page marked "Confidential Information." If County makes a determination that Proposer's information does not meet the criteria for confidentiality, Proposer will be notified as such. Any information deemed to be non-confidential shall be considered public record. It is understood that the County shall have no liability for disclosure of such information.

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SECTION 3 GENERAL OVERVIEW

A. GENERAL INFORMATION

The County owns the Airport, which is operated by the Department. The Airport opened in 1967 and currently encompasses approximately 6,000 acres. The Airport is adjacent to Interstate 5, which is the major north/south artery that runs the entire length of California, Oregon, and Washington. The Airport is located approximately 12 miles from downtown Sacramento – 15 freeway minutes north on Interstate 5.

The Department is a self-supporting, enterprise fund County agency. Airport tenant and user rents, fees, and charges support the operating and capital budgets for the Airport. Over 3,000 people are employed at the Airport, including a Sheriff's bureau and TSA employees which oversee Airport security.

Sacramento is the capital of California and the hub of government and commerce within the Sacramento River Valley region. The Airport's economic impact on the area is approximately \$4 billion per year. In 2017, the Federal Aviation Administration (FAA) ranked the Airport as the 40th busiest airport in the United States (U.S.) based on enplanements.

B. AIRPORT DEMOGRAPHICS

The population of the Sacramento Area was 2.4 million in 2018, with another 1.7 million people living within the Airport's secondary air service market. The U.S. Department of Commerce, Bureau of the Census, has projected Sacramento Area average annual population growth rates to be approximately 2% through 2022.

The Airport, which is classified as a medium air traffic hub by the FAA, is the primary commercial airport facility serving Sacramento County and six (6) neighboring counties. Passengers from an eleven (11) county outlying area provide a secondary air service area. The Airport primarily serves origin-destination passengers. In Fiscal Year 2018-2019, an estimated ninety-four percent (94%) of enplaned passengers were origin-destination passengers.

According to a passenger survey conducted in the 4th quarter of 2018, business travelers accounted for approximately forty-nine percent (49%) of the airport's passenger traffic. The remaining fifty-one percent (51%) were leisure travelers.

C. EXISTING TERMINAL FACILITIES

There are two airline terminals (Terminal A and Terminal B) with a total of 31 jet-level boarding gates. Wi-Fi Internet access is available to the public free of charge throughout both terminals. Disabled access, accommodations, and services are provided throughout the terminals. ATMs are available pre- and post- security in both terminals.

D. AIRPORT CONCESSIONS

There are currently nine (9) retail and food & beverage concessionaires operating thirty-seven (37) concession locations in approximately 62,000 square feet within the terminals at Airport. Section 7 of this RFP details the concessions program and sales information.

E. AIRPORT ENVIRONMENT

It is important for Proposers to note that the Airport environment presents the Proposer with a set of unique challenges which are not typical of any other environment.

1. Concessions are open three hundred and sixty-five (365) days a year with operating hours and staffing levels that reflect fluctuations in seasonal and daily passenger traffic.
2. Deliveries must be made in accordance with the Department's delivery policies, TSA requirements, and designated delivery locations. Proposer would be subject to civil penalties as assessed by TSA and the Department for failure to comply with TSA policies.
3. Deliveries may be scheduled to ensure they do not conflict with the Airport's peak traffic times.
4. The Airport is a non-smoking facility.
5. Each employee is an ambassador for the Airport and the region. Training is essential and should include knowledge of the terminal areas and other services to travelers at the Airport.
6. The Airport is subject to specific federal security requirements and the Selected Proposer will be required to abide by all current and future requirements at all times.
7. Airport identification is required for all employees upon being hired or assigned to work at the Airport. Airport employees must be capable of maintaining annual badging eligibility. All associated costs are the responsibility of the Selected Proposer(s).
8. Airport employees may be required to park in designated areas that are not necessarily located within close proximity to work place.

F. WRITTEN AGREEMENT REQUIRED

The Selected Proposer will be required to enter into an Agreement with the County to provide all services required in this RFP. The draft Agreement attached to this RFP is being provided for information purposes only. The Department may modify the terms of the Agreement as necessary following the RFP process and prior to execution by Selected Proposer. Proposer shall note in its Proposal any provisions of the draft Agreement to which it objects or would be seeking additional or revised terms. Such information will be taken into account by the Department during the evaluation process.

G. TERM OF AGREEMENT

The Department intends to enter into an Agreement between the County and the Selected Proposer commencing approximately May 1, 2020 and continuing for a period of five (5) years. The Department may at its sole option extend the term of the Agreement beyond the base term, for up to two (2) additional periods of one (1) year each. Refer to Section 2.01B of the draft Agreement for details.

H. SCOPE OF AGREEMENT

The Selected Proposer will be required to provide all labor, supervision, materials, supplies, transportation, equipment, facility modifications, and services necessary to assume overall responsibility for the coordination, administration, and implementation of Project.

I. PROPOSER'S RESPONSIBILITY AND DUE DILIGENCE

It is the responsibility of each Proposer to carefully examine this RFP and to understand all of the circumstances and conditions that may affect the Scope of Work and Services pursuant to the Agreement. Any data furnished by the Department is for informational purposes only. Proposer's use of any such information shall be at Proposer's own risk. Failure on the part of any Proposer to examine, inspect, and to be completely knowledgeable of the terms and conditions of the RFP requirements, operational conditions, or any other relevant documents or information shall not relieve the Selected Proposer from fully complying with this RFP or subsequent Agreement.

J. SERVICES OF THE SELECTED PROPOSER

The services being requested are outlined in this RFP in Section 4 - Scope of Work and Services. The Selected Proposer is responsible for delivery of products to both terminals. There is one (1) dock area for Airside receiving at both Terminal A and Terminal B. The Department, from time to time, may issue terminal delivery procedures that best allow for the safe movement of delivery vehicles at the Airport. The County may issue schedules of acceptable delivery times, locations, points of access, and vehicle size restrictions by written notice. Currently there are no restrictions on vehicle size and large eighteen (18) wheel vehicles are allowed to deliver Airside.

Requirements for security screening of employees and goods are established by the Department of Homeland Security and may change from time to time throughout the term of the Agreement. The Selected Proposer shall be responsible for complying with these requirements and any future requirements as well as any associated costs.

The Airport operates under the security direction of the TSA. TSA has in the past, issued operational bulletins and restrictions upon notice that can impact concession delivery operations. The County is obligated to meet these restrictions. Effort will be made to communicate new restrictions and procedures and strive to ensure operations are minimally impacted.

K. EVALUATION AND EVALUATION CRITERIA

Proposal evaluation criteria are outlined in Section 6 of this RFP. The selection committee will consider all documents, the response to this RFP, information gained while evaluating responses, and other relevant information to make its determination. The Department's selection will be the Proposer that, in its sole opinion, is best able to provide the services according to the Department's needs. Late submittals will not be evaluated but will be returned to the Proposer.

L. PROPOSAL SUBMITTAL

Proposals must be physically received **no later than 2:00 p.m. on the Proposal Due Date, January 8, 2020.** Proposals must be complete, must contain all required information and documents, and be in the format and order outlined in Section 5 – Proposal Response. It is the Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal and to communicate the Proposer's qualifications. Take the time to carefully read and understand the Proposal requirements.

M. PROPOSAL DEPOSIT

Each Proposal must be accompanied at submission by a Proposal guarantee of \$5,000 in immediately-available funds. Refer to Section 5 of this RFP for details.

N. INSURANCE

Proposers must adhere to Exhibit E of the draft Agreement, which details the comprehensive list of insurance requirements.

O. RFP POINT OF CONTACT – EXPLANATION BY ADDENDUM ONLY

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP, shall be made orally to any person or entity. Every request for interpretation or additional information regarding this RFP shall be made in writing, via e-mail, to Elizabeth Campopiano, Airport Economic Development Specialist, at campopianoe@saccounty.net.

Proposers or their agents are instructed not to contact selection committee members, County employees, agents or contractors of the County, members of the County's Board of Supervisors, or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. County, in its sole discretion, may disqualify any Proposer who violates the prohibitions in this paragraph.

P. PROPOSER'S PREPARATION COSTS

Each Proposer shall be responsible for all costs, including travel, incurred in the preparation of a Proposal. Proposer agrees not to seek reimbursement for such costs from County, regardless of whether or not Proposer is selected to enter into an agreement with the County.

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SECTION 4

SCOPE OF WORK AND SERVICES

Proposers are to detail how they will provide the following services, accomplish the listed requirements and describe prior experience in providing for such requirements. Proposers must comply with all current and future security requirements related to operation at the Airport throughout the term of the Agreement. NOTE - The delivery of goods to and within the controlled areas of Airport is subject to both TSA and Department test and inspection.

A. GENERAL SCOPE OF WORK

The Department is soliciting Proposals for services needed to develop and operate a CRDC at the Airport. The facility will assist the County in complying with the provisions of 49 CFR §1542 by enhancing control over vehicles and persons within the controlled areas of Airport, as well as create efficiencies with the delivery and distribution of concessionaire goods and supplies.

The Selected Proposer will perform comprehensive CRDC services, which at a minimum shall include the following:

1. Evaluate Airport's concession delivery needs and provide recommendation(s) in order to implement a CRDC at Airport.
2. Submit conceptual recommendations for modifications that Proposer intends to perform at facilities in order to implement such a CRDC, and how Proposer intends to meet TSA requirements.
3. Provide all necessary personnel, tenant improvements, and equipment needed to operate a successful CRDC at the Airport.
4. Establish rules and procedures for safe and efficient operation of the CRDC in accordance with industry standards, federal regulations, security directives, the Security Plan on Exhibit C to the Agreement, and all Airport rules and regulations. This shall include operating hours, scheduling and acceptance of concession deliveries and returns, scheduling deliveries to terminals and concourses, transportation of goods, and use of related equipment. Goods must remain sterile following inspection through final delivery to their destination.
5. Maintain accurate logs of all deliveries and returns.
6. Implement a schedule to ensure timely delivery of received concessionaire goods and deliveries: (i) within four (4) hours of receipt at the CRDC; (ii) in accordance with applicable health code compliance; and (iii) ensuring returns are processed within necessary timeframes.

B. SPECIFIED SERVICES TO BE PROVIDED

In accordance with and at the direction and approval of the Department, the Selected Proposer shall provide the following:

1. Tenant Improvements and Equipment:

- a) Perform and maintain Proposer-provided tenant improvements. Construct improvements per the requirements set forth in Section 3.29 of the draft Agreement.
- b) Provide, install, and maintain the necessary equipment to perform the Scope of Work and Services set forth in the Agreement and operate the CRDC in the most efficient manner. A suggested list of Proposer-provided equipment may include, but may not be limited to, the following:
 - Office and break room furniture and associated equipment;
 - IT systems and computer equipment, including all necessary software;
 - Telephone service and equipment (may be obtained from County through separate agreement);
 - Chain link fencing or similar partitions for the storage of goods and supplies, and any special requirements for bonded items;
 - Security equipment and devices for the secure storage and monitoring of goods and supplies;
 - Pallet-lifts or jacks (including battery chargers and associated equipment); and
 - Delivery vehicles (with lift gates) to include at least one refrigerated truck with capacity for four-plus pallets. It is strongly encouraged that delivery vehicles be powered by alternative fuels and have the ability to deliver both refrigerated and frozen goods. Proposer shall elaborate on its ability to incorporate alternative fuel equipment for this opportunity.

2. **Training Services:** Selected Proposer shall, at no additional cost to the County, provide training to Proposer's personnel to ensure personnel are capable to perform the required Operational Services. The training shall include food handling and safety procedures and any required certifications.

3. **Operational Services:** During the Term of the Agreement, Selected Proposer shall perform the following Operational Services:

- a) **Supplier Management:** Perform those supplier management-related tasks necessary to perform the Scope of Work and Services of the Agreement including, but not limited to, the following:

- Meet with suppliers and delivery recipients at the Airport to ensure the efficient and timely operations of the CRDC;
- Coordinate with Central Warehouse staff and Airport Operations regarding dock usage and schedule of all dock activities;
- Determine best method of: receiving of goods, documentation, temporary storage, staging, segregation, loading, redistribution/delivery, and returns on a daily basis; and
- Provide appropriate materials management software with the ability to track throughput, measure performance of operations, and have full audit capability.

b) **Delivery/Returns Scheduling:** Establish and manage an appropriate concession delivery and return schedule to:

- Ensure goods and supplies are delivered in a timely manner and delivered to the intended recipients no more than four (4) hours after receipt.
- Schedule dock times for all deliveries in advance as well as manage the process for the services required by the Agreement.
- Provide the County with a written report on Monday of each week detailing the delivery schedule for the next week (i.e. 7 days advance notice of deliveries.)
- Collaborate with the delivery recipients to ensure scheduling of inbound goods in sufficient time to enable the Proposer to deliver to recipients within agreed upon timeframes.
- Develop a plan to monitor, schedule, and pick-up returns including, but not limited to: outbound parcels, empty beer kegs, totes, pallets, bread racks, and expired food, magazines, and newspapers.
- Deliver all parcels to their intended recipients within four (4) hours from the time that the parcels arrive at the CRDC. Every effort should be utilized to prevent parcels from remaining overnight at the CRDC. Any parcels required to remain overnight shall be securely and properly stored to meet any and all applicable code requirements.
- Adhere to the Department’s predetermined locations at the terminals for all deliveries and ensure that no deliveries are left unattended.
- Work cooperatively with suppliers and delivery recipients to schedule all concession deliveries arriving to the CRDC, including but not limited to the following delivery types:
 - Goods and supplies for all concessions in the Airport’s Food and Beverage and Retail Concession Programs, currently estimated to include approximately fifty-five percent (55%) Food & Beverage outlets and forty-five percent (45%) Retail outlets; and

- Concession-related parcels (such as: FedEx, UPS, and DHL), which shall be delivered and screened through the CRDC. Deliveries to the concessionaire tenants will be coordinated by the Proposer.
- c) **Hours:** Provide the County with a detailed plan of the required number of hours to perform the requested Services. No deliveries to the terminals shall be scheduled during peak aircraft operating times, which is currently between the hours of 5:00 a.m. and 7:00 a.m. Such restriction is subject to change by County based on flight schedules or as otherwise deemed necessary to ensure safe operation of vehicles within the secure areas of Airport. Upon final agreement and establishment of the CRDC hours of operation, any changes to the hours of operation require advanced authorization, in writing, from Department. Department shall make the final determination of hours of operations for the CRDC.
- d) **Maintenance:** The Selected Proposer shall be responsible for maintenance of the CRDC facility in accordance with the terms of the Agreement, including but not limited to Section 2.09.
- e) **Uniforms:** Employees of Selected Proposer shall, at all times, wear identifiable, clean uniforms that bear both the Proposer's and employee's names.
- f) **Security and Safety Plan:** At least one (1) month prior to performing Operational Services, the Selected Proposer shall provide the Department with a safety and security plan for review and approval. As part of the review process, Selected Proposer may be required to demonstrate said plan to the Department.
4. **Standards of Service:** Selected Proposer shall satisfy the following operational standards of service during the term of the Agreement:
- a) The management, maintenance, and operation of the CRDC shall be under the supervision and direction of qualified, competent individuals who shall at all times be authorized to act on behalf of Selected Proposer;
 - b) The Selected Proposer shall hire or contract with a sufficient number of employees and/or contractors to enable it to conduct the Selected Proposer's operation and perform the services as authorized and required;
 - c) Selected Proposer shall develop and operate the CRDC in accordance with TSA requirements, industry standards, Selected Proposer's Proposal, County Policies, Codes, and Airport rules and regulations and be subject to random testing for compliance;
 - d) Selected Proposer shall assign a representative who will be available to the Department's designee 24 hours per day, seven days per week; and

- e) Selected Proposer shall exercise reasonable control over conduct, demeanor and appearance of its employees, agents, and representatives and the conduct of its contractors and suppliers who conduct business at the Airport. Upon objection from the Department to Selected Proposer's representative, agents, or employees concerning conduct, demeanor or appearance of such persons, Selected Proposer shall immediately take all reasonable steps to remove or remedy the cause of the objection.

5. **Utilities and Maintenance:** The responsibility for utility and maintenance costs shall be governed by Article 2 of the draft Agreement. If hazardous chemicals are used, Safety Data Sheets must be retained onsite. Selected Proposer must follow all requirements related to Hazards communications.

6. **Sanitation and Refuse Removal:** The Selected Proposer shall maintain the Assigned Premises in a neat, clean, and sanitary condition at all times. Contractor will be responsible for removing refuse from its Assigned Premises using covered, leak-proof receptacles and conveyances and delivering such refuse to the proper containers as identified by the Department. Contractor's disposal of refuse shall be conducted in secure containers to ensure it cannot be blown onto the Air Operations Area at Airport, creating a foreign object debris hazard. The Department reserves the right to require the Selected Proposer to provide garbage, trash, and recycling units at Contractor's expense at locations as designated by the Department.

7. **Environmental:** Selected Proposers shall comply with all Environmental requirements as detailed in Section 3.21 of the draft Agreement.

8. **Non-Exclusivity:** Although the Department does not currently intend to have more than one CRDC logistics manager at the Airport, Selected Proposers are advised the Department may, at any time, solicit proposals or enter into negotiations for additional CRDC logistic management services.

9. **Additional Services:** During the term of the Agreement, if and when the Department requests Selected Proposer to provide services in addition to those specified above, Selected Proposer shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such additional services. Selected Proposer shall not perform any additional services unless or until the Department has issued written approval to proceed with a work plan. Selected Proposer will not be authorized to perform, or invoice County for, any work not specifically authorized in the Department's written approval to proceed.

SECTION 5 PROPOSAL RESPONSE

A. PROPOSAL FORMAT

The Proposal must be submitted in the format described below:

- One (1) original;
- Five (5) copies; and
- One (1) flash drive

The Proposal must be submitted in sealed in envelope(s), addressed to:

Sacramento County Department of Airports
CRDC Logistics Management Services Proposal
6900 Airport Boulevard
Sacramento CA 95837-1109

Proposals must be received at the address listed above by the Proposal Due Date and time specified on the Schedule. Any Proposal received after the scheduled Proposal Due Date and time will not be considered and will be deemed unresponsive. The Department reserves the right to postpone or cancel the scheduled Proposal Due Date, and notice of such extension or cancellation shall be sent via an Addendum.

B. COMPLETE PROPOSAL CONTENTS

In order to have a Proposal considered by the Department, the Proposer must submit a complete Proposal. The Proposal requirements in this section are not meant to limit creativity in the presentation of a Proposal, but rather to list the minimum elements that must be included in the Proposal. It is the Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal and to communicate the Proposer's concept and qualifications.

The Proposal submittal shall be **securely bound** and consist of the following documents in the sequence shown below:

1. Table of Contents

Please insert a set of tabs to identify each part of the Proposal to facilitate quick reference.

2. Cover Letter

The cover letter shall include an introduction of the Proposer and state general information regarding the Proposer's business organization. The letter must be signed by a person authorized by the proposing firm to obligate the firm to perform

the commitments contained in the Proposal.

3. Executive Summary

The executive summary will list important features of the Proposal and must include a statement demonstrating and certifying that the Proposer meets or exceeds the Minimum Qualifications of this RFP (detailing specifically how Proposer meets or exceeds the Minimum Qualifications). Clearly communicate how your organization would be the best operator to develop and manage a concession-related CRDC at the Airport.

4. Complete and Properly Executed Proposal Form (Attachment B)

Enclose a complete and properly signed original Proposal Form with the proposal.

5. Properly Executed Addenda Acknowledgement Form (Attachment C)

Enclose a signed original Addenda Acknowledgement Form with the original Proposal. Proposer must include documentation of the requisite signature authority for the person or persons signing on behalf of Proposer.

6. Properly Executed Letter to the Board of Supervisors (Attachment D)

Enclose a signed original Letter to the Board of Supervisors with the original Proposal. The Letter to the Board of Supervisors shall be executed in the name of the business actually proposing to perform the Agreement, if awarded, followed by signature of the officer authorized to sign for the firm or sole proprietor and the printed or typewritten name of the officer signing the name and office held. Proposer must include documentation of the requisite signature authority for the person or persons signing on behalf of Proposer. In the event of a joint venture Proposal, officers authorized by both entities must sign the Letter to the Board of Supervisors form. The address and telephone number of the Proposer shall be typed or written on the form.

7. Experience of the Proposer

Describe the Proposer's specific experience with the ownership, management and/or operation of airport centralized receiving and distribution center facilities. Proposer's experience description must include a representative list of its locations, and the duration of time it has owned, managed, or operated each location. Provide a valid and current reference contact familiar with the Proposer's performance for each location.

8. Description

Proposer shall provide a narrative description of how Proposer intends to provide the

required services included in the Scope of Work and Services in Section 4 of this RFP. The narrative shall include details about: (a) a timeline for becoming fully operational following commencement of the Agreement; (b) proposed equipment and a timeline for availability and install; and (c) Proposer's sustainability plan and the use of environmentally friendly vehicles. Proposer shall also provide a previous facility's Security Operations Plan for review.

9. Facility Design and Quality of Improvements

Proposers shall submit the following preliminary plans in sufficient detail to facilitate evaluation of the quality and design of the proposed tenant improvements for the proposed CRDC facility including:

- a. The overall square footage required for the CRDC, and the square footage included in that figure that must be contiguous;
- b. A layout/space plan for the CRDC that identifies the major fixtures, equipment, furnishings, casework, and required storage/preparation space; and
- c. A projected timeline/plan indicating all considerations required to ensure the CRDC is open for business as soon as possible.

10. Proposed Management and Operations Plan

Customer service, product and service quality, value and speed of service are primary concerns of the Department. Proposers shall submit sufficient information to allow the Selection Committee to evaluate how your Management and Operations Plan will achieve the goal of operating a high quality "customer focused" operation.

a. Proposed Staffing

Please illustrate how the CRDC will be managed:

- (1) Organizational chart specific to Airport operations;
- (2) Level of experience of the management team. Focus on Airport and regional staff where possible;
- (3) Staffing schedule to illustrate coverage of operating hours; and
- (4) Describe emergency contact procedures during hours when the CRDC is not open.

b. Labor and Training Practices

Please provide the following information regarding the labor and training practices that will be used:

- (1) Employee Handbook;
- (2) Dress Code;

- (3) Describe recruiting techniques and sources of management and non-management labor; and
- (4) Briefly describe employee customer service training and any training program unique to the CRDC.

c. Maintenance Plan

Please provide a detailed plan of how the Premises will be physically maintained in order to ensure the space and the furnishings remain in like-new condition. Be sure to address:

- (1) Ongoing maintenance program policies and procedures for utility components, equipment, furniture, fixtures, flooring, etc.;
- (2) Repair and replacement policies and procedures for utility components, equipment, furniture, fixtures, flooring, ceiling, etc.; and
- (3) Daily, weekly and monthly maintenance programs.

d. Operating Plan

Please provide a detailed plan of how the operations will be conducted in order to ensure the CRDC functions are operated in an efficient, effective and accountable manner. Be sure to address:

- (1) Plan to handle delivery, storage, trash removal, and recycling;
- (2) Procedures for ensuring ongoing high quality operations, including cleanliness standards and employee training;
- (3) Operational audit practices to be implemented;
- (4) Ongoing procedures to evaluate productivity, and anticipated actions to be taken in the event of under-performance; and
- (5) Other pertinent details that would be part of Proposer's operating plan.

e. Customer Service Plan

- (1) Describe the quality assurance procedures, guarantees and other customer service policies that you propose to implement at the Airport; and
- (2) Explain the procedure/policy that you propose to implement at the Airport for handling customer complaints.

C. **CAPITAL INVESTMENT**

Proposer shall submit a financing plan and indicate the source of funding to be used for space improvements and working capital, using Attachment E, Project Cost Analysis Form.

D. FINANCIAL BACKGROUND INFORMATION

Include the following historical financial information for the Proposer. If Proposer is a joint venture, partnership or LLC, then the following information must be submitted for each separate entity in the joint venture, partnership or LLC:

1. Proposer must attach audited financial statements for the past two (2) years if available. If audited financial statements are not available, then all financial statements shall be certified by the Proposer's controller, or officer of the company;
2. Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles. Also include information about significant financial events, if any, that occurred subsequent to the closing date of the most recent financial statements. If entity is a sole proprietorship, please provide a Schedule C for the last two (2) years;
3. Describe ownership of the Proposer, the date of incorporation/organization, and the state in which Proposer is incorporated or organized.
4. Former names, if any, under which Proposer has conducted business and the years of operation under each name.
5. At least three (3) business and two (2) financial references;
6. Detail any changes in financial position for the past two years; and
7. Provide current Dun & Bradstreet or Standard and Poor's Summary, if available. If a summary is unavailable, state the reason.

E. PROPOSAL DEPOSIT

Each Proposal must be accompanied at submission by a Proposal guarantee in immediately-available funds (Proposal Deposit). Submit a bank cashier's check, certified check, or proposal/bid bond payable to the County of Sacramento in the amount of \$5,000. All Proposal Deposits must not expire. Proposal Deposits will be held by the Department until the selection process is complete. If Proposer is notified that it has been unsuccessful or disqualified, the Proposal Deposit will be returned. If Proposer is selected as the Selected Proposer, the Proposal Deposit will be held as a security/performance deposit until the execution of the Agreement and substitution of the Proposal Deposit with any surety bond/performance security that may be required per the Agreement. No interest will be paid to Proposer on the Proposal Deposit.

Should a Selected Proposer fail to timely execute the Agreement or refuse to enter into an Agreement with the County, the entire sum of the Proposal Deposit submitted by the Selected Proposer shall be immediately payable to the County as liquidated damages. If the County and a Selected Proposer enter into and execute an Agreement, but the Selected Proposer subsequently is considered in default and subject to such penalties as provided in

the Agreement, the Selected Proposer may be required to, but not necessarily limited to, forfeit all bonds, security deposits and other funds on deposit with the County.

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SECTION 6 EVALUATION CRITERIA

A. EVALUATION CRITERIA

An initial review of each Proposal will be completed by Department staff to ensure compliance with the terms, conditions, and requirements of the RFP. Any Proposal received after 2:00 p.m. on the Proposal Due Date will be considered late and will not be evaluated by the Department.

Any Proposal that fails to meet all of the Minimum Qualifications listed in Section 2 of this RFP or does not contain all required elements may be deemed non-responsive. Except as specifically provided for in this RFP, no changes to the Proposal may be made by the Proposer during the evaluation period. Each member of the selection committee shall use the evaluation criteria and percentage weights below to establish his or her own ranking of the Proposals. The committee shall then use these individual rankings to establish an aggregate ranking of all the acceptable Proposals.

- Qualifications and Experience of the Proposer – (30%)
- Management and Operations Plans – (30%)
- Sustainability – (10%)
- Fees – (30%)

B. INTERVIEWS

The Department reserves the right to conduct interviews with Proposers. Interview requirements will be provided to those Proposers selected for further consideration. Proposers are reminded that the Department shall look at the reasonableness of all aspects of the Proposal and shall, in the Department's sole judgment, recommend the Proposer with the best overall Proposal.

C. AWARD OF AGREEMENT - EXECUTION OF AGREEMENT

After completion of the evaluation process and the approval by the County's Board of Supervisors of one (1) or more Proposers, the Department will provide notice of award to the Selected Proposer(s). The Selected Proposer(s) shall fully execute and deliver to the Department a signed Agreement within twenty (20) days after receipt of the Agreement for signature. Should a Selected Proposer fail to execute and deliver the Agreement within twenty (20) business days, the award may be canceled by the Department and the Proposal Deposit will be retained as liquidated damages.

1. By executing the Agreement, the Proposer represents that it has carefully examined and is familiar with the sites at which any portion of the Agreement is to be performed, and with the RFP, including all performance requirements. The

Proposer represents and acknowledges that it has made such examinations and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality, and scope of the Agreement in full.

2. No information derived from inspection of the Department's records or reports will in any way relieve the Proposer from its responsibility or from properly performing its obligations under the Agreement. Available Department reports are provided as a convenience to the Proposer without any warranty whatsoever by the Department. The Proposer shall make its own conclusions and interpretations from the data supplied by the Department.

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SECTION 7 CONCESSIONS AND SALES INFORMATION

- A. **CURRENT CONCESSIONS:** There are currently nine (9) Retail and Food & Beverage concessionaires operating thirty-seven (37) locations in the terminals at the Airport, as detailed below in paragraph C. The concessions operate in approximately 62,000 square feet broken down as follows:

- Food & Beverage 55% of locations (approx. 46,711 sq. ft.)
- Retail, Convenience 45% of locations (approx. 15,356.43 sq. ft.)

- B. **CONCESSION SALES:** Recent historical gross sales were as follows:

Terminal	Category	FY 2016/17	FY 2017/18	FY 2018/19
A	Retail	\$ 7,248,176.99	\$ 6,826,968.19	\$ 6,115,153.47
	Food & Beverage	\$ 12,455,667.26	\$ 12,808,537.99	\$ 14,468,053.77
B	Retail	\$ 11,291,705.97	\$ 12,584,174.02	\$ 13,371,992.23
	Food & Beverage	\$ 23,425,868.43	\$ 26,427,483.96	\$ 29,157,175.09
Totals	Retail	\$ 18,539,882.96	\$ 19,411,142.21	\$ 19,487,145.70
	Food & Beverage	\$ 35,881,535.69	\$ 39,236,021.95	\$ 43,625,228.86

- C. **CONCESSION CONCEPTS**

- 1) Retail Program: There are currently three (3) companies operating a total of seven (7) retail concepts in Terminal A, and two (2) companies operating eight (8) retail concepts airside in Terminal B. The concepts are shown below:

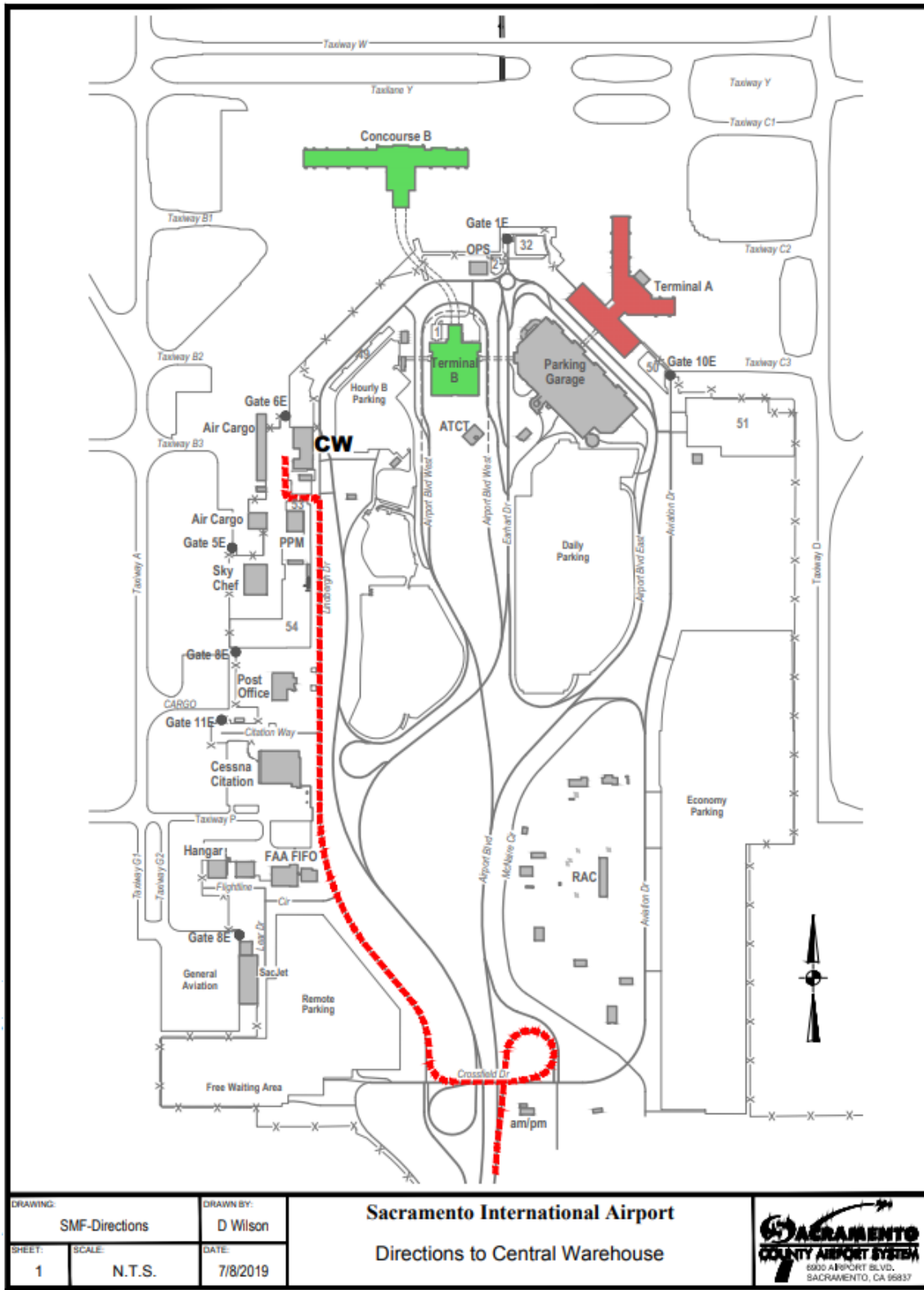
Terminal	Company	Retail Concept
A	Erwin Pearl	Erwin Pearl (Jewelry)
	InMotion	InMotion Entertainment (Electronics)
	Marshall Retail	The Well (Gift, News & Convenience)
	Group	Popsox (Specialty Retail)
		@ease (Athleisure)
		Baggallini (Retail Kiosk)
		Travel+Well (Retail Kiosk)
B	Erwin Pearl	Erwin Pearl (Jewelry Kiosk)
	Paradies	InMotion Entertainment (Electronics)
		Sactown Magazine (Gift, News & Convenience)
		Brighton (Women's Accessories & Apparel)
		No Boundaries (Athleisure)
		DOCO Market (Gift, News & Convenience)
		Farm to Fork to Sky (Packaged Snacks & Beverages Kiosk)
		Local Dessert by Travel+Well (Convenience, Coffee/Dessert Kiosk)

- 2) Food and Beverage Program:** There are currently four (4) companies operating a total of ten (10) food and beverage concepts in Terminal A, and five (5) companies operating a total of twelve (12) food and beverage concepts in Terminal B. The concepts are shown below:

Terminal	Company	Food and Beverage Concept
A	HMS Host	Starbucks (Pre-security Coffee)
	SSP (Sub-Contractor)	Freshii (Quick Serve Restaurant -QSR)
	MAG US	Escape Lounge (Common Use Lounge)
	Taste, Inc.	Vino Volo (Wine Bar/Retail, Full-Service)
		Taylor's Market (Wine Retail/Grab-n-Go)
	SSP America	Paesanos (Pizza QSR)
		Squeeze Burger (Burger QSR)
		Iron Horse (Full Service Restaurant)
		Peet's Coffee (Coffee)
		La Taqueria (Bar/Light snacks)
B	HMS Host	Starbucks (Coffee)
		Burgers & Brew (QSR)
		Esquire Grill (Full Service Restaurant)
	MAG US	Escape Lounge (Common Use Lounge)
	Taste, Inc.	Vino Volo (Wine Bar/Retail, Full-Service)
	SSP America	Jacks Urban Eats (QSR)
		Dos Coyotes (QSR)
		Cafeteria 15L (Full Service Restaurant)
		Peet's Coffee (Coffee)
		Gateway Bar (Pre-security Full Service Restaurant)
		Camden Foods/Peet's Coffee (Pre-security QSR)
	Famiglia-Debartolo, LLC	Famous Famiglia (QSR)

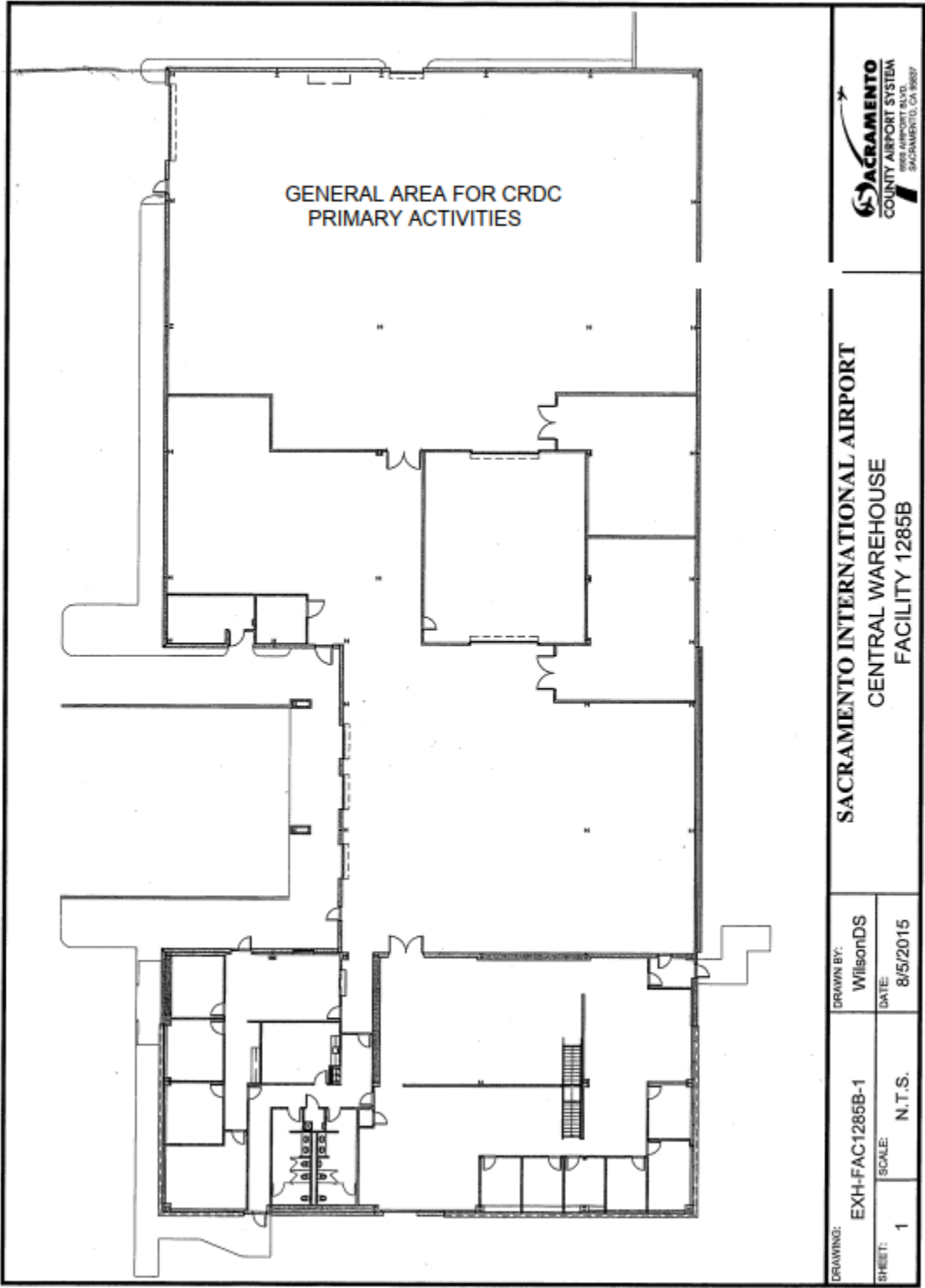
EXHIBIT A

CENTRAL WAREHOUSE LOCATION



CW = Central Warehouse

EXHIBIT B
CENTRAL WAREHOUSE
GENERAL AREA FOR THE CRDC



ATTACHMENT A

Draft Agreement

(To be supplied as a separate file)

The draft Agreement is provided for information purposes only. The Department may modify the terms of the Agreement at any time prior to execution.

ATTACHMENT B

Proposal Form

CENTRALIZED RECEIVING AND DISTRIBUTION CENTER LOGISTICS MANAGEMENT SERVICES RFP

Submitted by:

Name: _____

Address: _____

Telephone: _____

Email: _____

Federal Tax ID Number: _____

The undersigned Proposer, promising that it is representing only itself and no other third party, hereby submits this Proposal to provide concession-related Centralized Receiving and Distribution Center Logistics Management Services at Sacramento International Airport:

Proposer: _____

By: _____

Signature: _____

Title: _____

Date: _____

[SEAL]

(Note: If a partnership, a general partner must sign; if a corporation, an authorized corporate officer must sign.)

Proposal Form

Page 2 of 2

Proposer Name: _____

For the privilege of operating and managing non-exclusive Centralized Receiving and Distribution Center Logistics Management Services at the Sacramento International Airport, Proposer proposes to provide the services specified in the Proposal for the fees as follows:

Proposed Annual Management Services Fee – Indicate the proposed annual management services fee to be charged to the County during the term of the Agreement.

MANAGEMENT SERVICES FEES*

<u>Base Term - Agreement Years 1 – 5</u>	<u>Annual Management Services Fee</u>
Agreement Year 1	\$
Agreement Year 2	\$
Agreement Year 3	\$
Agreement Year 4	\$
Agreement Year 5	\$
<u>Optional Years 1 & 2</u>	<u>Annual Management Services Fee</u>
Option Year 1	\$
Option Year 2	\$

*County shall pay Selected Proposer the proposed annual management services fee in twelve (12) equal monthly installments, as shown on Exhibit D of the Agreement.

OTHER FEES (IF APPLICABLE)

Delivery Fees: _____

Concession Fees: _____

ATTACHMENT C

Addenda Acknowledgment Form

Proposer acknowledges receipt of the following Addenda to the Request for Proposals:

Addendum Number	Signature	Date
1.		
2.		
3.		
4.		
5.		

ATTACHMENT D

Letter to the Board of Supervisors

Date: _____, 2020

TO: Honorable Board of Supervisors
County of Sacramento, California

SUBMITTED BY:

Proposer: _____

Proposer's Company: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

SUBJECT: PROPOSAL FOR A CENTRALIZED RECEIVING AND DISTRIBUTION CENTER
LOGISTICS MANAGEMENT SERVICES AGREEMENT AT SACRAMENTO
INTERNATIONAL AIRPORT

I, the undersigned, acknowledge that I have: carefully read and understand and examined the RFP, the attached draft Agreement and the proposed location(s) for the proposed operation(s); guarantee our Proposal meets or exceeds specifications contained in this RFP document; and warrant that if the Proposal is accepted, we will contract with the County of Sacramento in the form of an Agreement for Centralized Receiving and Distribution Center Logistics Management Services in the form attached and comply with the requirements of the RFP and the executed Agreement. Any exceptions are described in detail and all requested information has been submitted as requested.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer and that the contents of this Proposal as to management fees, terms, or conditions of said Proposal have not been communicated by the undersigned nor any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of the Proposal.

_____ Print Name	_____ Print Title	_____ Signature
_____ Print Name	_____ Print Title	_____ Signature
_____ Print Name	_____ Print Title	_____ Signature

(If the Proposal is submitted by a corporation, the corporate seal must be affixed to the Proposal.)

Seal

ATTACHMENT E

Project Cost Analysis Form

COST CATEGORY	AMOUNT
Planning and Development (design, construction, inspection, etc.)	\$
Furniture, Fixtures and Equipment	\$
Working Capital	\$
Miscellaneous Opening Expenses (deposits, licenses, airport employee badging, etc.)	\$
Pre-Opening Payroll & Training Expenses	\$
Reserve/Contingency	\$
Other (please list):	\$
	\$
	\$
Total Estimated Project Cost	\$

Sources of Funding	Amount
Total Funds Available	\$

ATTACHMENT F

FAA General Contract Provisions For Solicitations

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. 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.
2. 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:

Timetables

Goals for minority participation for each trade: 16.1%
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not 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 such geographical area where the work is actually performed. With regard to this second 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.

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 in excess of \$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.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Sacramento County.

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder must complete and submit the Buy America certification included herein with their bid or offer. The County will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

TITLE VI SOLICITATION NOTICE

The County, 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, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DAVIS-BACON REQUIREMENTS

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor. 2 CFR § 200, Appendix II(D); 29 CFR Part 5.

CERTIFICATION OF 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

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

TRADE RESTRICTION CERTIFICATION

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

- 1) 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);
- 2) has not knowingly entered into 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

- 3) has not entered into 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:

- 1) 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
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) 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 in order 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:

- 1) 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.

- 2) 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.
- 3) 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.
- 4) 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 into 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.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

ATTACHMENT G

Proposal Checklist*

Proposers To Indicate Tab No. Or Other Location In Proposal	Reference to RFP	Proposal Forms	Department Use Only
	Section 5.B.1	<ul style="list-style-type: none"> Table of Contents 	
	Section 5.B.2	<ul style="list-style-type: none"> Cover Letter 	
	Section 5.B.3	<ul style="list-style-type: none"> Executive Summary 	
	Section 5.B.4	<ul style="list-style-type: none"> Proposal Form (Attachment B) 	
	Section 5.B.5	<ul style="list-style-type: none"> Executed Addenda Acknowledgement Form (Attachment C) 	
	Section 5.B.6	<ul style="list-style-type: none"> Executed Letter to the Board of Supervisors (Attachment D) 	
	Section 5.B.7	<ul style="list-style-type: none"> Description of Proposer's experience, including references 	
	Section 5.B.8	<ul style="list-style-type: none"> Description 	
	Section 5.B.9.a/b	<ul style="list-style-type: none"> Layout/Space Plan 	
	Section 5.B.9.c	<ul style="list-style-type: none"> Projected Timeline/Plan 	
	Section 5.B.10.a	<ul style="list-style-type: none"> Proposed Staffing 	
	Section 5.B.10.b	<ul style="list-style-type: none"> Labor and Training Practices 	
	Section 5.B.10.c	<ul style="list-style-type: none"> Maintenance Plan 	
	Section 5.B.10.d	<ul style="list-style-type: none"> Operating Plan 	
	Section 5.B.10.e	<ul style="list-style-type: none"> Customer Service Plan 	
	Section 5.C	<ul style="list-style-type: none"> Project Cost Analysis Form (Attachment E) 	
	Section 5.D.1	<ul style="list-style-type: none"> Financial Statements 	
	Section 5.D.2	<ul style="list-style-type: none"> Balance Sheet And Income Statements If Closely Held Corporation, Schedule C 	
	Section 5.D.3	<ul style="list-style-type: none"> Description Of Ownership Of Proposer 	
	Section 5.D.4	<ul style="list-style-type: none"> Former Names 	
	Section 5.D.5	<ul style="list-style-type: none"> Business And Financial References 	
	Section 5.E	<ul style="list-style-type: none"> Proposal Deposit 	

* May not be a complete list and is being provided for convenience, only.