Request for Proposals for Repair of Collision-Damaged Historic Streetcar No. 162

Contract No. SFMTA-2017-07 CCO 16-1423

Date Issued: December 5, 2016
Pre-Proposal Conference: December 20, 2016, 10:00 AM PT
Proposal Due: January 13, 2017, 1:00 PM PT
Official Advertisement

The San Francisco Municipal Transportation Agency (SFMTA) is soliciting formal technical Proposals from interested and qualified Proposers to repair the collision damage to Historic Streetcar No. 162 as described in the Request for Proposals and in the Technical Specifications.

The SFMTA will provide an opportunity for inspection of the damage to Historical Streetcar No. 162 during the Pre-Proposal Conference to be held on December 20, 2016 at 10:00 AM at the Muni Metro East Facility, Northeast Entrance, located at 601 25th Street, San Francisco, CA 94107.
San Francisco Municipal Transportation Agency
RFP to Repair Collision Damaged Historic Streetcar No. 162

San Francisco Municipal Transportation Agency (SFMTA)
Request for Proposals for Repair of Collision Damaged Historic Streetcar No. 162

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<td>A-1</td>
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<tr>
<td></td>
<td>Professional Services Contracts, for contacts $50,000 and over</td>
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<td>(separate document). Proposers must submit the following forms:</td>
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<td></td>
<td>Form 2A CMD Contract Participation Form</td>
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<td>Form 2B “Good Faith” Outreach Requirements Form</td>
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<td>Form 3 CMD Non-discrimination Affidavit</td>
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<td>Form 5 CMD Employment Form</td>
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<td>The following form may be required, depending on the circumstances:</td>
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<td>Form 4 CMD Joint Venture Form</td>
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<td>Declaration, and Chapters 12B and 12C, and 14B of the S.F. Administrative</td>
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<td></td>
<td>Code</td>
<td></td>
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<td>C.</td>
<td>Sample Agreement for Professional Services (Form P-600), including the</td>
<td>C-1</td>
</tr>
<tr>
<td></td>
<td>following Exhibits:</td>
<td></td>
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<td></td>
<td>C. Payment Schedule</td>
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<td>D. Project Delivery Schedule</td>
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<td>G-1</td>
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I. Introduction and Schedule

A. General

The San Francisco Municipal Transportation Agency (SFMTA) requests Proposals from qualified Contractors to repair the structural and cosmetic collision damage of SFMTA’s
Historic Streetcar No. 162. SFMTA will award one contract for the services under this Request for Proposals (RFP).

**B. Schedule**

The anticipated schedule for selecting a Contractor is:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP is issued by the SFMTA:</td>
<td>December 5, 2016</td>
</tr>
<tr>
<td>Pre-Proposal Conference:</td>
<td>December 20, 2016, 10:00 AM PT</td>
</tr>
<tr>
<td>Deadline for submission of written questions or requests for clarification:</td>
<td>December 30, 2016</td>
</tr>
<tr>
<td>Proposals due:</td>
<td>January 13, 2017, 1:00 PM PT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase</th>
<th>Tentative Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oral interview of short listed firms*:</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract Negotiations:</td>
<td>February 2017</td>
</tr>
<tr>
<td>SFMTA Board meeting approval:</td>
<td>TBD</td>
</tr>
<tr>
<td>Notice to Proceed:</td>
<td>TBD</td>
</tr>
<tr>
<td>Repairs Completed</td>
<td>90 Working Days from NTP</td>
</tr>
</tbody>
</table>

* The SFMTA reserves the right to not conduct oral interviews and select a firm based on the written Proposals only.

**C. Definitions**

**C.1** “Acceptance” means the formal written acceptance by an authorized representative of the City and County of San Francisco that all work, or a specific portion thereof, under the Contract has been satisfactorily completed.

**C.2** “Agreement” or “Contract” means the contract document, executed by the City and Contractor, covering the performance of the work and furnishing of labor, materials, equipment, tools, and services, including work incidental to the procurement, to include all attached appendices, and all applicable City Ordinances and Mandatory City Requirements that are specifically incorporated into this Agreement by reference as provided herein, the Technical Specifications, the Contract bonds or other security, and all modifications to the Contract.

**C.3** “Award” means notification from the City to Contractor of acceptance of Contractor’s Proposal, subject to the execution and approval of a satisfactory contract and
receipt of a bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

C.4 “CCO” means the SFMTA Contract Compliance Office.

C.5 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

C.6 “CMD” means the Contract Monitoring Division of the City.

C.7 “Conditional Acceptance; Conditionally Accepted” means to the condition of the repaired Streetcar that, in the SFMTA's determination, does not meet the requirements for full acceptance, but is authorized by the SFMTA to enter into revenue service, pending completion of all repairs.

C.8 “Contract” The agreement between the SFMTA and the Contractor setting out the obligations of each party as to the Project.

C.9 “Contractor” The vendor selected through this RFP to complete the Project under the Contract.

C.10 “Days” means working days of the City unless designated otherwise.

C.11 “Engineer” means the SFMTA Engineer assigned to the Contract or his or her designated agent.

C.12 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

C.13 “Material and/or Equipment” means the end items, including data, furnished by the Contractor, and related Services required under the Contract.

C.14 “Muni” means the San Francisco Municipal Railway, the public transit system of the City under the supervision and control of the San Francisco Municipal Transportation Agency.

C.15 “Notice To Proceed” means a written notice to the Contractor of the date on which it shall begin prosecution of the work to be performed under the Contract.

C.16 “Party” and “Parties” mean the City and Contractor either collectively or individually.

C.17 “Project Manager” means the Project Manager assigned to the Contract for the SFMTA, or designated agent.

C.18 “Proposal” means the formal response or submission of a Proposer in response to this RFP.

C.19 “Proposer” means the Contractor who is submitting a Proposal for consideration in response to this RFP.
C.20 “Streetcar” or “Car” or “Vehicle” means Historic Streetcar No. 162.

C.21 “Subcontractor” means any individual, partnership, firm, or corporation, which undertakes integrally on the Project the partial or total design, manufacture, or performance of one or more items of work under the terms of the Contract. As used herein, the terms Subcontractor and Supplier are synonymous.

C.22 “Technical Specifications” means the specifications, provisions, and requirements that detail the work and the materials, products (including the methods of manufacture, construction, assembly, and testing), and other requirements of the Services under this Agreement.

C.23 “San Francisco Municipal Transportation Agency” or “SFMTA” means the agency of City with jurisdiction over all surface transportation in San Francisco, including the Municipal Railway.
II. Scope of Work

This project is to repair significant structural and cosmetic damage that the SFMTA’s Historic Streetcar No. 162 sustained in a collision with a big-rig truck on January 4, 2014. The SFMTA will make Car No. 162 available for inspection at the Pre-Proposal Conference meeting and upon written request no later than five days prior to the date for submittal of responses to the RFP.

The Contractor shall restore the structural integrity, repair or replace, reinstall damaged components, and repaint the entire Streetcar according to the Technical Specifications. The detailed work and technical requirements for the repair of Car No. 162 are described in the Technical Specifications (Exhibit A of Sample Contract, attached).

A. Contractor’s Responsibilities

1. Historical Preservation – The Contractor shall be fully aware of the historical nature of the Vehicle. It is the SFMTA’s intent to preserve the design and integrity of the original interior and exterior to the greatest extent possible.

2. Labor and Materials – The Contractor shall supply all labor, engineering, tools, materials, parts, facilities, and equipment required to repair the Streetcar.

3. Location of Work – The work shall be performed at the Contractor’s facility. Subcontractors may perform specialty work at their facilities, but Contractor shall strictly monitor the quality of work.

4. Transport of Historic Car No. 162 – Contractor shall be responsible for transporting the Vehicle from the SFMTA’s Muni Metro East (MME) Facility to the site of the repair work, including any transportation to subcontractors, as well as transporting the completed Streetcar to MME, or other facility in San Francisco designated by the SFMTA. No Contractor repair work to the Vehicle shall be performed on SFMTA-owned or SFMTA-leased property, other than the receipt, delivery, testing, and warranty repairs (as permitted by SFMTA). The Contractor shall perform a pre-shipment inspection and inventory to determine the condition of the Streetcar prior to shipment. The SFMTA will review and must approve the pre-shipment inspection and inventory report before shipment of the Vehicle to the Contractor’s facility. After it takes possession of the Vehicle, the Contractor shall be responsible for any damage or parts shortage that is not listed on the pre-shipment inspection.

5. Damage – The Contractor shall be responsible for any damage to the Vehicle or its components while the Vehicle is in the Contractor’s possession, including during shipment of the Vehicle. The Contractor shall repair or replace any damaged item at no cost to the SFMTA.

6. Design of Work – While the Technical Specifications are intended to be comprehensive, they do not show the exact details of the work to be performed. The Contractor shall not be relieved of the overall responsibility of providing an adequate design of the repairs and rehabilitative work to Car No. 162, in light of SFMTA service conditions and operating requirements. The SFMTA intends for the Vehicle to be in regular daily SFMTA revenue service after it has been repaired. Therefore, the Contractor must supplement the Technical Specifications with its own experience and knowledge in repairing the Vehicle.
III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 1:00 PM PT on January 13, 2017. Proposers must submit their Proposals in an electronic format, either by email to Carlos.Peza@sfmta.com or on a USB drive to:

Carlos Peza  
SFMTA Contracts & Procurement  
1 S. Van Ness Ave., 3rd Fl.  
San Francisco, CA 94103-5417

Proposers shall submit the following:

- One electronic copy of the entire Proposal, including completed and signed Appendices D, E and F. (Submit Appendices A and G as separate files, as stated below.)
- One electronic copy of the completed and signed Appendix A forms (see Section VI.O and Appendix A) as a separate file on your electronic media submission.
- One electronic copy of financial data titled “Financial Data” (see Section IV.A.4) as a separate file on the electronic media submission.
- One electronic copy of the completed Appendix G (Cost Proposal form) as a separate file on the electronic media submission.
- All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a Proposal on behalf of your firm. Your electronic media shall be clearly marked that it is for “SFMTA-2017-07.”

For emailed proposals, bidder is fully responsible for ensuring receipt by the time due. SFMTA shall not accept submissions that are late, even in cases of known email system failure.

B. Format

For all electronic documents, Proposers shall ensure that the document is legible and may be easily viewed on a computer monitor, laptop, or (electronic) tablet. Use 11-point font or larger.

If your response is over 20 pages, include a Table of Contents.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:
1. Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction with an executive summary of the Proposal. The letter must confirm that the Proposer is willing and able to perform the work described in the RFP and must be signed by an authorized representative of the Proposer.

2. Technical Proposal (up to 15 pages)

Describe the services and activities that the Proposer will provide to the SFMTA. Using the Technical Specifications as a general guide, the Technical Proposal shall provide a description and the methods used to repair or replace the components or structure identified. Identify each component, and/or structural part and present a concise, detailed technical description of the work to be performed, including disassembly, inspection, modification work, assembly and testing of the components. The submittal sections shall be arranged so that sections reflect the format of the relevant Technical Specifications section.

3. Firm Qualifications / References (up to 10 pages)

Provide information on the Proposer’s background and qualifications that addresses the following:

a. Provide the full name, address, e-mail address, and phone number of the contact person at the prime firm, and any subcontractors, of the Proposer’s team. For all identified firms, provide the type of ownership, number of years each firm has been in business under the present business name (and any other prior names).

b. Include a description of the Proposer’s qualifications and experience, especially as they relate to the services sought in this RFP. Special emphasis should include the Proposer’s ability to perform vintage manufacturing techniques, such as bucking hot rivets and installing a canvas roof. Explain the qualifications and experience of staff who will be performing the work; the staff should include certified welders and experienced carpenters. Include a written assurance that the key individuals listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the City’s prior approval. Attach brief resumes of key personnel assigned to this project.

c. List all rail car contracts that the Proposer has participated in during the past five years, including, for each contract, the customer, a description of the vehicle(s) and scope of work, the major vendors used, the contractual delivery schedule, the actual delivery schedule, the contractual price, and the final price.

d. Supply at least three references that SFMTA can contact: a contact person for each customer, including name, title, address, telephone number and e-mail address.
4. **Project Organization and Approach (up to 8 pages)**

   a. Provide a detailed plan of the work to be performed by the Proposer and describe the location at which this work will be performed. If subcontractors are used, identify them by name and work locations. Provide a project schedule and a statement that the Proposer has the capacity, personnel and other resources to repair the Streetcar within the time proposed.

   b. If the Proposer is a joint venture, please include as an attachment, a copy of any all written contracts or understandings that exist between each party to the joint venture as part of the Technical Proposal. The duties and responsibilities of each joint venture partner must be clearly identified. Such explanation shall fully discuss the responsibility of the joint venture for performing the services and complying with the Contract requirements.

   c. Provide an outline of the Proposer’s quality control program (see Section 2 of the Technical Specifications), including approach, organization, sample procedures, sample documentation, and feedback mechanisms. Describe, in particular, the quality control/quality assurance function at the repair facility.

5. **Cost Proposal**

   Proposers shall submit with the Proposal a Cost Proposal as a separate electronic file that includes the information requested and is in the format in Appendix G.

   The SFMTA intends to award this Contract to the firm that it determines will provide the best overall program services to the Agency. The SFMTA reserves the right to accept other than the lowest-priced offer.
IV. Evaluation and Selection Criteria

A. Minimum Qualifications

The SFMTA will only award a contract to a firm that it has determined to be responsible. The Proposer shall furnish adequate documentation with its Proposal to permit SFMTA to determine the responsibility of the Proposer. The Proposer shall enclose all financial data in a separate electronic file titled “Financial Data.” A responsible contractor is one that meets the following minimum requirements:

1. Minimum of five years of previous transit experience performing as a prime contractor in manufacturing or repairing damaged light rail vehicles and/or historic streetcars.

2. Ability to dispose of toxic material, such as lead paint as required by local and state law and have a facility with the capacity to repair and paint large vehicles.

3. The Proposer should provide three of the most recent years of audited financial statements including profit and loss statements, and have a minimum net worth of $5,000,000.

4. The Proposer must submit a declaration, signed by its surety and notarized, verifying that the Proposer will be able to obtain bonding (as required under Section 4.9 of the Sample Contract) in an amount up to and including 50 percent the Contractor’s bid for the work. In addition, the declaration must state that not more than 50 percent of the Proposer’s bonding capacity is currently committed. In the case of a joint venture, the joint venture entity itself (or each of the joint venture partners) must be able to obtain bonding up to and including the Contractor’s estimate for the work, and state that not more than 50 percent of the joint venture’s (or each joint venture member’s) bonding capacity is currently committed. The surety to be used must be authorized by the California Insurance Commissioner to transact business in California and must be on the U.S. Department of the Treasury’s Listing of Approved Sureties (http://www.fms.treas.gov/c570/). The surety company must have a current A.M Best Rating of not less than A-, VIII.

Any Proposal that does not demonstrate that the Proposer meets these minimum requirements by the deadline for submittal of Proposals will be deemed non-responsive and will not be eligible for award of a contract.

B. Selection Criteria

A selection committee comprised of SFMTA staff will evaluate Proposals generally in accordance with the criteria itemized below.

1. Technical Proposal (40 points)

Proposers will be evaluated on their understanding of the services for each section of the Technical Specifications: effectiveness of their plan, program and methods of execution;
understanding of special issues; problems and constraints of the repairs; and approach towards mitigating and resolving them.

2. **Qualification and Experience (15 points)**

This includes capability, and specific relevant experience and qualifications of the Proposer, key personnel of the Proposer, proposed subcontractors, and vendors.

3. **Project Organization Approach (25 points)**

Proposers will be evaluated on the effectiveness of the Proposer’s team project management structure in executing and managing the project, including the overall approach for coordinating and managing all work activities to meet project schedules and maximizing QA/QC.

4. **Cost Proposal (20 points)**

A separate Cost Selection Committee will evaluate each Cost Proposal. The Proposal with the lowest total flat fee will receive the maximum 20 points. Each of the other Proposers’ Cost Proposals will be scored by dividing the lowest Cost Proposal by each Proposer’s respective Cost Proposal, and multiplying by 20.

See the following illustration as an example

<table>
<thead>
<tr>
<th>Proposer</th>
<th>Proposed Total Cost</th>
<th>Calculation of Points</th>
<th>Points Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer A</td>
<td>$100,000</td>
<td>Full 20 points</td>
<td>20</td>
</tr>
<tr>
<td>Proposer B</td>
<td>$120,000</td>
<td>$100,000 divided by $120,000, multiplied by 20</td>
<td>16.67</td>
</tr>
<tr>
<td>Proposer C</td>
<td>$150,000</td>
<td>$100,000 divided by $150,000, multiplied by 20</td>
<td>13.33</td>
</tr>
</tbody>
</table>

5. **Oral Interview (25 points)**

Following the evaluation of the written Proposals, all firms that have a statistical chance of being the selected Proposer (based on the scores of the written Proposals) may be invited to attend an oral presentation/interview with the Selection Committee. The SFMTA reserves the right not to conduct oral presentations/interviews and may select a firm based on the written Proposal only.

If the SFMTA decides to hold oral interviews, the short-listed firms and their proposed key subconsultants shall appear (in no particular order) before the Selection Committee for an oral interview and presentation of the Proposal and detailed discussion of the various elements of their Proposal. The Selection Committee may direct questions to specific members of the Proposer’s team.

C. **Evaluation Process**

1. **Written Proposals** – The Selection Committee will evaluate the written Proposals based on the criteria listed in Section B.1-3 above. Each member of the Selection Committee will separately score each firm's written Proposal (80 points maximum). The Selection
Committee's scores for each firm will be totaled, and the result will be divided by the number of Selection Committee members to obtain an average written evaluation score for each firm.

2. **Oral Presentation** – Should the SFMTA decide to hold oral interviews, the interviews will be evaluated using the evaluation criteria in Section B.5 above. The Selection Committee will score each short-listed firm's oral interview. Each member of the Selection Committee will separately score each firm's oral interview and presentation (25 points maximum). Individual evaluation scores from all Selection Committee members will be added together and then divided by the number of Selection Committee members to obtain an average interview evaluation score per firm.

3. **Totaling Scores** – The SFMTA will add the scores of each firm's written Proposal, the score received from the evaluation of the Oral Presentation, if any, and the score of the Cost Proposal. The result will determine the ranking of the Proposers.
V. Pre-Proposal Conference and Contract Award

A. Pre-Proposal Conference

The SFMTA encourages Proposers to attend a Pre-Proposal Conference on December 20, 2016, at 10:00 AM, to be held at the Muni Metro East Facility, Northeast Entrance located at 601 25th Street, San Francisco, CA 94107. The SFMTA will address Proposers’ questions and will provide any new or additional information concerning the RFP or selection process at the Pre-Proposal Conference. If a Proposer has further questions regarding the RFP, the Proposer should submit these in writing to the SFMTA representative designated in Section VI.B.

B. Contract Award

The SFMTA will evaluate and rank Proposals as described herein, and intends to invite the highest-ranked Proposer to commence contract negotiations. The Agency’s ranking of any Proposal or invitation to any Proposer to negotiate a contract shall not imply acceptance by the SFMTA of all terms of the Proposal, which are subject to further negotiations and approvals before the SFMTA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with a Proposer, then the SFMTA, in its sole discretion, may terminate negotiations with that Proposer and begin contract negotiations with the next highest-ranked Proposer.
VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all parts of this RFP and complying with all Proposal submission requirements. Proposers must promptly notify the SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification shall be directed to the SFMTA promptly after discovery, but in no event later than 10 working days prior to the date for receipt of Proposals. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

B. Inquiries Regarding RFP

All communications regarding the RFP must be directed in writing to:

Carlos.Peza@sfmta.com

Please include “SFMTA-2017-07” in the subject line of your email.

C. Objections to RFP Terms

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

D. Addenda to RFP

The SFMTA may modify the RFP, prior to the Proposal due date, by issuing a written Bid Addenda, which will be posted on the Office of Contract Administration’s (OCA) Bids & Contracts Listing website. The Proposer is responsible for ensuring that its Proposal reflects any and all Bid Addenda issued by the SFMTA prior to the Proposal due date, regardless of when the Proposal is submitted. Therefore, the SFMTA recommends that the Proposer consult the OCA Bids & Contracts Listing website frequently, including shortly before the Proposal due date, to confirm that the Proposer is aware of and its Proposal is responsive to all Bid Addenda.

E. Term of Proposal

By submitting a Proposal, a Proposer warrants that the price stated and personnel proposed to perform the services described in the RFP are valid for 120 calendar days from the Proposal due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.
F. Revision of Proposal

A Proposer may revise its Proposal at any time before the deadline for submission of Proposals. The Proposer must submit a revised Proposal in the same manner as the original. A revised Proposal must be received on or before the Proposal due date.

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

At any time during the Proposal evaluation process, the SFMTA may require a Proposer to provide oral or written clarification of its Proposal. The SFMTA reserves the right to make an award without requesting such further clarification.

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

The SFMTA shall have no financial responsibility for any costs incurred by a firm in responding to this RFP. Submitted Proposals are the property of the SFMTA and may be used by the SFMTA in any way it deems appropriate.

I. Proposer’s Obligations under the Campaign Reform Ordinance

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

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

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

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

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

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject
to a fine of up to $5,000 and a jail term of not more than six months, or both.

2. Civil. Any person who intentionally or negligently violates section 1.126 may be
held liable in a civil action brought by the civil prosecutor for an amount up to
$5,000.

3. Administrative. Any person who intentionally or negligently violates section 1.126
may be held liable in an administrative proceeding before the Ethics Commission
held pursuant to the Charter for an amount up to $5,000 for each violation.

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

J. Communications Prior to Contract Award

It is the policy of the SFMTA that only SFMTA staff identified in the RFP as contacts for
this competitive solicitation are authorized to respond to comments or inquiries from Proposers
or potential Proposers seeking to influence the contractor selection process or the award of the
contract. This prohibition extends from the date the RFP is issued until the date when the
contractor selection is finally approved by the SFMTA Board of Directors and, if required, by
the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are notified that they may not
contact any SFMTA staff member, other than the person(s) identified in the RFP as the
authorized contact, for the purpose of influencing the contractor selection process or the award
of the contract from the date the RFP is issued to the date when the contract award is approved
by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.
This prohibition does not apply to communications with SFMTA staff members regarding
normal City business not regarding or related to this RFP.

Any written communications sent to one or more members of the SFMTA Board of
Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all
members of the SFMTA Board of Directors and the designated staff contact person(s)
identified in the RFP.
Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP are prohibited from providing any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the SFMTA Board of Directors and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of a Proposer (including prime contractors and subcontractor(s)) are also subject to these prohibitions.

A Proposer must submit with its Proposal an executed Attestation of Compliance (see Appendix D) certifying compliance with these requirements. The Attestation of Compliance must be signed by all firms and subcontractor(s) named in the Proposal. A Proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the prohibitions of this section, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process.

K. Sunshine Ordinance

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

L. Public Access to Meetings and Records

If a Proposer receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and (2) a summary of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall
include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

**M. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will be awarded by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or selection process;
2. Reject any Proposal or all Proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

In submitting a Proposal, a Proposer acknowledges and agrees that the City shall not be liable for any costs or other damages incurred by a Proposer if the City determines not to award a contract, rejects any or all Proposals, or exercises any of the reserved rights described herein.

**N. No Waiver**

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

**O. Local Business Enterprise Goals and Outreach**

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

1. **LBE Subcontracting Participation Goals**

The LBE subcontracting participation goal for this contract has been waived. Proposers are advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither Minority Business
Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) are unfairly or arbitrarily excluded from the required outreach.

2. LBE Participation

The City strongly encourages Proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this project for any Proposers who are certified by CMD as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below.

Certification applications may be obtained by calling CMD at (415) 581-2319. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

a. A 10 percent bonus to any Proposal submitted by a Small or Micro-LBE; or a joint venture among Small and/or Micro-LBE Proposers; or

b. A 5 percent bonus for each JV which includes at least 35 percent (but less than 40 percent) participation by Small and/or Micro-LBE prime Proposers; or

c. A 7.5 percent bonus for each JV that includes 40 percent or more in participation by Small and/or Micro-LBE prime Proposers; or

d. A 10 percent bonus for certified LBE non-profit agencies; or

e. A 5 percent bonus to any Proposal from an SBA-LBE, except that the 5 percent bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE Proposer or a JV with LBE participation.

If applying for a rating bonus as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture’s work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture’s portion of the contract must be assigned a commercially useful function.

3. CMD Forms to be Submitted with Proposal

a. A Proposal must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: 3) CMD Non-Discrimination Affidavit, 4) CMD Joint Venture Form (if applicable), and 5) CMD Employment Form. If these forms are not submitted with the Proposal, the Proposal may be determined to be non-responsive and rejected.

b. A Proposer must submit one electronic copy of the above forms with its Proposal as a separate electronic file on the media that contains the Proposal (see Section III.A).

If you have any questions concerning the CMD Forms, you may call Lome Aseron, SFMTA Contract Compliance Office at (415) 701-5332.
P. Employment Non-Discrimination and Economically Disadvantaged Workforce Hiring Provisions

1. General

As a material condition of contract award, the Proposer and its subcontractors agree to comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code and the hiring of economically disadvantaged persons, as required by the City’s First Source Hiring Program, Chapter 83 of the Administrative Code.


As a material condition of the contract, the selected Proposer represents and agrees that:

a. It does and will not, during the term of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

b. The selected Proposer and its subcontractors on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the Code. The consultant, contractor or subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Non-Compliance with Chapter 12B Prior to Contract Award

As a material condition for award of the contract, the selected Proposer and its subcontractors must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract. The SFMTA shall have the authority to review the selected Proposer’s and subcontractors’ prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the SFMTA determines that there is cause to believe that any contractor or subcontractor is not in compliance with the nondiscrimination provisions of Chapter 12B, the SFMTA will attempt to resolve the non-compliance through conciliation.

a. If the non-compliance cannot be resolved, the SFMTA will submit to the contractor or subcontractor a written Finding of Non-compliance.
b. The SFMTA will give the contractor or subcontractor an opportunity to appeal the Finding.

c. The SFMTA may, by written notice, stay the award of any contract to a Proposer where the Proposer or any subcontractor is the subject of an investigation for a violation of the City’s non-discrimination ordinance(s).

4. Complaints of Discrimination after Contract Award

a. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with CCO procedures.

b. A finding of discrimination may result in imposition of appropriate sanctions, including:
   
   (i) There may be deducted from the amount payable to the contractor or subcontractor under this contract a penalty of $50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
   
   (ii) The contract may be canceled, terminated or suspended in part by the SFMTA.

   (iii) The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

Said sanctions are not the City’s exclusive remedies, which may be imposed in combination with additional legal remedies, sanctions or penalties.

5. Trainees – SFMTA Employment Training Program

a. Trainee Requirements: Contractors shall comply with the City’s First Source Program, Administrative Code Section 83(see Section V.E below), which fosters employment opportunities for economically disadvantaged individuals. Contractors must notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally.

In addition, the SFMTA requires contractors to hire a minimum number of professional service trainees in the area of the contractor’s expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City’s One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.
### Number of Trainees

<table>
<thead>
<tr>
<th>Project Fees</th>
<th>To Be Hired</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 – $499,999</td>
<td>0</td>
</tr>
<tr>
<td>$500,000 – $899,999</td>
<td>1</td>
</tr>
<tr>
<td>$900,000 – $1,999,999</td>
<td>2</td>
</tr>
<tr>
<td>$2,000,000 – $4,999,999</td>
<td>3</td>
</tr>
<tr>
<td>$5,000,000 – $7,999,999</td>
<td>4</td>
</tr>
<tr>
<td>$8,000,000 – $10,999,999</td>
<td>5</td>
</tr>
<tr>
<td>$11,000,000 – $13,999,999</td>
<td>6</td>
</tr>
</tbody>
</table>

(> = $14M, for each additional $3 million in contractor fees, add one additional trainee)

b. The trainee must be hired by the contractor or by any subcontractor on the project team.

c. No trainee may be counted towards meeting more than one contract goal.

d. A trainee must meet qualifications for enrollment established under the City’s First Source Hiring Program as follows:

   (i) “Qualified” with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and

   (ii) “Economically disadvantaged individual” shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated “economically disadvantaged” for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.

e. On-the-job training (to be provided by the contractor): The contractor shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.

f. Contractor shall submit for the City’s approval a description and summary of training proposed for the trainee, along with the rate of pay for the position.

g. The trainee’s commitment does not require that he/she is used only on this project; the trainee may also be used on other projects under contract to the Proposer that may be appropriate for the trainee’s skill development.
VII. Contract Requirements


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

B. Nondiscrimination in Contracts and Benefits

As a material requirement of the contract, the selected Proposer shall comply with Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD’s website at http://sfgsa.org/index.aspx?page=6058.

C. Minimum Compensation Ordinance (MCO)

As a material requirement of the contract, the selected Proposer shall comply with the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For additional information about the MCO, and for the amount of hourly gross compensation currently required under the MCO, see http://sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

D. Health Care Accountability Ordinance (HCAO)

As a material requirement of the contract, the selected Proposer shall comply with the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors shall consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at http://sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

If the contract is for more than $50,000, then the City’s First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify
the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

 Contractors are directed to consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/bussinessservices/ and from the First Source Hiring Administrator, Lillie.Ellison@sfgov.org or call (415) 701-4883.

F. Conflicts of Interest

The selected Proposer must agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The selected Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the SFMTA on behalf of the selected Proposer might be deemed “contractors” under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the SFMTA’s notice of award of the contract.
VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the SFMTA’s issuance of a notice of non-responsiveness, any Proposer that believes the SFMTA has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day following the SFMTA’s issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

The SFMTA reserves the right to proceed with its selection process to evaluate responsive Proposals pending the Agency’s determination of the validity of a protest.

B. Protest of Contract Award

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

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

The SFMTA reserves the right to proceed in contract negotiation with the selected Proposer pending the Agency’s determination of the validity of a protest.

C. Delivery of Protests

All protests must be received by the due date. A protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered via email to:

Carlos.Peza@sfmta.com
Appendix A
City and County of San Francisco
Contract Monitoring Division
CMD Attachment 2

Requirements for Architecture, Engineering and Professional Services
Contracts, for contracts $55,000 and over

Appendix A is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration’s (OCA) Bids and Contracts Database.

You may access the database at the following link:

http://mission.sfgov.org/OCABidPublication/

Select “Consultants and Professional Services” in the drop-down Category menu and find the listing for this RFP.
Appendix B
Standard Forms

The requirements described in this Appendix are separate from those described in Appendix A. Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor shall call (415) 554-6248 or email Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or email them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, the contractor shall not do so again unless the contractor’s answers have changed. To find out whether these forms have been submitted, the contractor shall call Vendor File Support in the Controller’s Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor shall call the Contract Monitoring Division at (415) 581-2319.

<table>
<thead>
<tr>
<th>Item</th>
<th>Form name and Internet location</th>
<th>Form</th>
<th>Description</th>
<th>Return the form to; For more info.</th>
</tr>
</thead>
</table>
| 1.   | Request for Taxpayer Identification Number and Certification  
www.sfgov.org/oca/purchasing/forms.htm  
www.irs.gov/pub/irs-fill/fw9.pdf | W-9  | The City needs the contractor’s taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number. | Controller’s Office Vendor File Support  
City Hall, Room 484  
San Francisco, CA 94102  
(415) 554-6702 |
| 2.   | Business Tax Declaration  
www.sfgov.org/oca/purchasing/forms.htm | P-25  | All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector. | Controller’s Office Vendor File Support  
City Hall, Room 484  
San Francisco, CA 94102  
(415) 554-6702 |
<table>
<thead>
<tr>
<th>Item</th>
<th>Form name and Internet location</th>
<th>Form</th>
<th>Description</th>
<th>Return the form to; For more info.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>S.F. Administrative Code Chapters 12B &amp; 12C Declaration: Nondiscrimination in Contracts and Benefits <a href="http://sfgov.org/cmd/forms-resources">http://sfgov.org/cmd/forms-resources</a> In Vendor Profile Application</td>
<td>CMD-12B-101</td>
<td>Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. <strong>Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.</strong></td>
<td>Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2310</td>
</tr>
<tr>
<td>4.</td>
<td>CMD LBE Certification Application <a href="http://www.sfgov.org/lbecert">www.sfgov.org/lbecert</a> In Vendor Profile Application</td>
<td></td>
<td>Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the Proposal due date.</td>
<td>Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2301</td>
</tr>
</tbody>
</table>

**Where the forms are on the Internet:**

**Office of Contract Administration**

Homepage: www.sfgov.org/oca/
Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

**City Administrator’s Contract Monitoring Division**

Homepage: www.sfgsa.org
Click on “Departments, Divisions, Offices” on the left side, then click on “Contract Monitoring Division” in the middle of the page.

Equal Benefits forms: Click on “Important Forms and Documents” under the “Equal Benefits Compliance (12B)” header.

LBE certification form: Click on “Forms and Attachments for Prime Bidding on City Contracts” under the “LBE Certification and Compliance” header.
Appendix C

Sample Agreement for Professional Services (Form P-600)

Appendix C is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration’s (OCA) Bids and Contracts Database.

Proposers may access the database at the following link:

http://mission.sfgov.org/OCABidPublication/

Select “Consultants and Professional Services” in the drop-down Category menu and find the listing for this RFP.
Appendix D

Attestation of Compliance

To be completed by all Proposing Firms and All Individual Subcontractors

(Please check each box, sign this form and submit it with your response.)

Name of individual completing this form: __________________________________________

The form is submitted on behalf of firm: __________________________________________

Name of RFP: SFMTA-2017-07

1. I attest that I and all members of the firm listed above will and have complied to date
   with Section VI.J of the above RFP.  [ ] Yes

2. I understand that if my firm or any members of the firm listed above are found to be in
   violation of Section VI.J of the above RFP, this will disqualify my firm and any Proposal
   in which my firm is named from further consideration.  [ ] Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: _________________________________

Date: _________________________________
Appendix E

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

(1) ____________________________________________

(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;

b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)b of this certification; and

d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

(2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.

(3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

As the authorized certifying official, I certify that the above-specified certifications are true.

__________________________________________

Business Name

__________________________________________

Authorized Representative Name (print)

__________________________________________

Authorized Representative Signature

__________________________________________

Authorized Representative Title (print)

__________________________________________

Date
Appendix F

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Lobbying

(Proposer or Proposed Subcontractor Business Name)

Certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation ("SFMTA") Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in this Request for Proposals. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals.

This certification is a material representation of fact upon which reliance was placed for the purposes of the SFMTA’s evaluation of Proposals and award of a contract pursuant to the Request for Proposals. Submission of this certification is a prerequisite for submitting a Proposal responsive to the Request for Proposals.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.
By signing and submitting its Proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA. As the authorized certifying official, I certify that the above-specified certifications are true.

<table>
<thead>
<tr>
<th>Business Name</th>
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<table>
<thead>
<tr>
<th>Authorized Representative Name (print)</th>
<th>Authorized Representative Title (print)</th>
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<table>
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<th>Authorized Representative Signature</th>
<th>Date</th>
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Appendix G

To be completed by all Proposing Firms and Submitted as a Separate Electronic File;
Do Not Include the Fee or Cost Proposal in Your Main Proposal Document File

Fee or Cost Proposal

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<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Repair of Collision Damaged SFMTA Historic Car #162</td>
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</tr>
<tr>
<td>2</td>
<td>Vehicle Shipping</td>
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</tr>
<tr>
<td>3</td>
<td>Taxes (8.75% of Taxable Items)</td>
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</tr>
<tr>
<td></td>
<td><strong>Contract Total</strong></td>
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