

CITY AND COUNTY OF SAN FRANCISCO
San Francisco Municipal Transportation- Agency

Request for Proposals

Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches
and 60' Electric Trolley Coaches

CONTRACT No. SFMTA-2021-05-FTA
(CCO No. 21-1554)

VOLUME 1

June 16, 2021

PRE-PROPOSAL CONFERENCE

DATE: July 8, 2021 at 10:00 AM PDT

SUBMISSION DEADLINE

DATE: August 5, 2021 at 2:00 PM PDT

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I. OFFICIAL ADVERTISEMENT

Proposal No. SFMTA-2021-05-FTA–Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches and 60' Electric Trolley Coaches.

The San Francisco Municipal Transportation Agency (SFMTA) desires to solicit formal proposals from interested and qualified Proposers for Contract No. **SFMTA-2021-05-FTA** to perform system replacement and rehabilitation for up to 48 standard (40') Hybrid Electric New Flyer Coaches, 111 articulated (60') Hybrid Electric New Flyer Coaches and 60 articulated (60') Electric Trolley Coaches, as described in the Request for Proposals (RFP), Volume 1, and in the Technical Specifications, Volume 2. Proposals submitted in response to this RFP should explain how the Proposer intends to meet the requirements of the RFP. Legibility, clarity, and completeness of the Technical Approach are essential. Statements merely indicating that the Proposer shall meet specific requirements are not sufficient. The SFMTA expects all Proposals to be fully compliant and meet all requirements and conditions as set forth in this RFP. The use of promotional or marketing information is discouraged unless specifically requested.

The Proposer shall respond to each of the sections described within this RFP in the specific order presented in the RFP, addressing each item individually. Proposers should avoid making references to other Proposal sections unless it is not practicable to convey the information in another manner. The Proposer must demonstrate full responsibility for the execution of the Work, including management of all Subcontractors, Suppliers, and integration efforts that will be required. Proposals shall be in English.

The Contract shall be a firm fixed-price contract, with progress payments and liquidated damages in accordance with the terms of the contract. The contract award is subject to approval by the Board of Directors of the SFMTA and the San Francisco Board of Supervisors, as well as the concurrence of the Federal Transit Administration (FTA) of the U.S. Department of Transportation. The contract is subject to financial assistance from the San Francisco County Transportation Authority, the Metropolitan Transportation Commission, and the FTA. By signing their proposals, Proposers certify that they are not on the U.S. Comptroller General's list of ineligible contractors.

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. The City and County of San Francisco notifies all Proposers that it will ensure that Small Business Enterprises (SBEs), including Disadvantaged Business Enterprises (DBEs), will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award. All Proposers will be required to comply with the FTA's DBE requirements found in 49 CFR Part 26. In addition, the successful Proposer will be required to comply with the terms and conditions set forth in the Nondiscrimination in Contracts and Benefits provisions of Chapter 12B of the San Francisco Administrative Code.

A proposal bond (bid bond), a cashier's or certified check, or a money order in the amount of \$250,000 must be submitted by Certified Mail or by overnight courier service to Kathy Larson, One South Van Ness Ave., 6th Floor, San Francisco, CA 94103, and must be received by 2:00 PM PDT on August 5, 2021. Prior to award, the successful Proposer will be required to furnish

to the City a performance bond in the amount of 10% of the total Contract amount and evidence of insurance as specified in the Contract documents. The SFMTA reserves the right to reject any and all proposals. Proposer's Price Proposal offer shall remain in effect for 180 days.

Proposals must be received by 2:00 PM PDT on August 5, 2021. Proposers must submit their Proposals in an electronic format by email to kathy.larson@sfmta.com.

Prospective Proposers may obtain the RFP, Volume 1 and Volume 2 (Technical Specifications), and additional information and addenda, including the forms to be submitted with the Proposal, by downloading the documents from the San Francisco City Partner website:
<https://sfcitypartner.sfgov.org/pages/index.aspx>.

A virtual Pre-Proposal Conference will be held on July 8, 2021, at 10:00 AM PDT to discuss the RFP and the SBE/DBE and Nondiscrimination Requirements.

II. REQUEST FOR PROPOSALS

The San Francisco Municipal Transportation Agency (SFMTA) desires to retain a qualified contractor to perform system replacement and midlife overhaul on up to 48 standard (40') Hybrid Electric New Flyer Coaches, 111 articulated (60') Hybrid Electric New Flyer Coaches and 60 articulated (60') Electric Trolley Coaches.

II.1. BACKGROUND INFORMATION

The SFMTA began its fleet replacement program in 2013, and many Buses are approaching their midlife point. In order to maintain reliability and service availability, the SFMTA will conduct the midlife overhaul program on these Vehicles. The following table shows the SR Number, Bus length, Bus numbers, propulsion systems, and the month and year the Buses arrived at the SFMTA.

Bus #	Sales Release Number #	Type	QTY	Propulsion	Arrival Date
7201 - 7260	SR-1849	60-ft	60	Trolley	Mar-15
6500 - 6554	SR-1907	60-ft	55	Allison	Apr-15
6700 - 6705	SR-1955	60-ft	6	BAE	Dec-15
6560 - 6584	SR-1961	60-ft	25	Allison	Jan-16
6706 - 6730	SR-1962	60-ft	25	BAE	Apr-16
8824 - 8847	SR-1963	40-ft	24	Allison	May-16
8800 - 8823	SR-1964	40-ft	24	BAE	May-16
Total			219		

II.2. SCOPE

This RFP requires the Proposer to submit a detailed description of the Work and technical requirements for a complete overhaul of these Vehicles, as described in Volume 2 of this RFP. Volume 2 provides the details of which components can be rebuilt, which components must be added, which components must be removed and replaced, as well as the submittals required by the SFMTA.

The Vehicles must be removed from SFMTA property, and the restoration work must be performed off-site, at a location designated by the successful bidder and approved by the SFMTA.

The Contractor shall, at its own expense, be responsible for having a Post-Delivery Inspection (PDI) site located within a radius of 50 miles from San Francisco so that SFMTA staff can perform Acceptance inspections of the Vehicle. The selected Contractor may drive all drivable Vehicles to its overhaul facility and back to the Contractor's PDI site. Vehicles that are not drivable must be transported using a trailer in order to avoid any potential towing damage. The Contractor shall be responsible for the Vehicle transportation costs and logistics.

The selected Contractor will be required to completely repair, refit, test and commission all Vehicles. The anticipated work includes, but is not limited to:

- Engineering analysis of the structural damage, designing repair solution(s) and performing structural repairs as required.
- Restoring interior and exterior finish to match the SFMTA's livery.
- Identifying, repairing, replacing, reassembling and re-installing all missing and damaged components as needed. Proposers shall assume that the SFMTA will not be able to provide components or parts. The SFMTA will provide all available, repair-related documentation (e.g., maintenance manuals with overhaul instructions and parts lists) to the successful Proposer.
- Rebuilding each Vehicle to the specified design configuration even if that Vehicle is not yet equipped with the most recent modifications.
- Performing Acceptance testing in accordance with OEM procedures, dimensional verification, and quality assurance verification at the selected Contractor's facility, and during Acceptance testing and commissioning after delivery of the Coaches.
- Providing warranty support and support service for up to one year after Acceptance of each Vehicle.
- Unforeseeable Work: The SFMTA has included an allowance for conditions that are latent in the Coaches and arise in the course of other work. Unforeseeable work will be performed on a negotiated or time-and-materials (force account) basis.

The selected Contractor shall be responsible for any damage to these Coaches or their components while the Coaches are in the Contractor's possession, including during shipment of the Vehicles. The Contractor shall repair or replace any such damaged item at no cost to the SFMTA.

The selected Contractor shall supply all labor, inspections, engineering, tools, materials, parts, facilities, and equipment required to restore these Coaches to the configuration of the rest of the fleet, to provide a level of performance, safety, quality of materials, workmanship, and reliability equal to the original OEM Vehicle, and shall prepare all required detailed drawings, schematics, design calculations, stress analysis, and other specified technical documentation.

While the Technical Specifications in Volume 2 of this RFP are intended to be comprehensive, they provide the functional requirements of the Vehicle and do not show the exact details of the work to be performed. The selected Contractor shall have the overall responsibility of providing an adequate design of these Coaches for SFMTA service conditions. These Vehicles will be in regular daily SFMTA revenue service; therefore, the Contractor must supplement the Technical Specifications with its own experience and know-how in overhauling and reconfiguring these Coaches.

II.3. DEFINITIONS

Definitions pertaining to this RFP shall be those set forth in the Sample Agreement (Section X) and the Technical Specifications (Vol. 2).

II.4. RFP DOCUMENTS

The Request for Proposals consists of the following:

Volume 1	Contract Documents:
I	<u>OFFICIAL ADVERTISEMENT</u>
II	<u>REQUEST FOR PROPOSALS</u>
III	<u>TECHNICAL PROPOSAL</u>
IV	<u>PRICE PROPOSAL</u>
V	<u>EVALUATION AND SELECTION CRITERIA</u>
VI	<u>TERMS AND CONDITIONS FOR PROPOSALS</u>
VII	<u>CONTRACT REQUIREMENTS</u>
VIII	<u>CERTIFICATIONS</u>
IX	<u>OTHER INFORMATION</u>
X	<u>SAMPLE AGREEMENT</u>
XI	<u>APPENDICES</u>

Volume 2 Technical Specifications

II.5. PRE-PROPOSAL CONFERENCE

The SFMTA encourages Proposers to attend a virtual Pre-Proposal Conference via MS Teams on July 8, 2021, at 10:00 AM PDT. 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.

SFMTA will provide representative Coaches for the attendees to preview and inspect in person on July 13, 2021, from 11:00 AM to 12:00 PM PDT at Islais Creek Division, 1301 Cesar Chavez, San Francisco, CA 94124. Prospective Proposers are required to register for the preview and inspection through the Pre-Proposal Conference virtual sign up list.

To attend the meeting, Proposers may either click the "Join MS Teams Meeting" link below and/or call the phone number and enter the Conference ID.

Join the MS Team Meeting: [Click here to join the meeting](#)

or

Join by phone:

Dial in number: +1 415-915-0757
Conference ID: 312378707#

For the Pre-Proposal Conference, Proposers are encouraged to submit questions in writing by email no later than July 6, 2021, at 5:00 PM PDT and directed to: kathy.larson@sfmta.com.

Prospective Proposers are further encouraged to provide the following information to kathy.larson@sfmta.com to register for the Pre-Proposal Conference and have their information listed on the virtual sign up list.

1. Attendee Name
2. Organization Name
3. Organization's Business Address
4. Email/Phone Contact Information
5. Indicate if your firm is a Small Business Organization (SBE)
6. Indicate if your firm is interested in presenting a proposal as a Prime Contractor, Subcontractor or both.

Proposers shall submit all other questions concerning this Request for Proposals in writing by email only during the question-and-answer period, ending July 22, 2021, no later than 5:00 PM PDT and directed to: kathy.larson@sfmta.com.

Please include **SFMTA-2021-05-FTA** in the subject line of your email.

Questions and answers will be posted publicly.

The Pre-Proposal Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the successful Proposer from any obligations of the Contract. Written Addenda will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Conference (see Section VI.D below).

It is the responsibility of the Proposer to check for any Addenda, Q&A postings, and other updates, which will be posted on the San Francisco City Partner website: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

II.6. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

Proposals must be received by 2:00 PM PDT, August 5, 2021. Proposers must submit their Proposals in an electronic format by email to kathy.larson@sfmta.com.

Proposers shall limit email messages to 25MB or less to ensure receipt and avoid potential technical issues.

Proposers may break up their Proposals into separate electronic files and submit these in separate emails. Each electronic file shall be clearly marked "Contract No. SFMTA-2021-05-FTA" and, as applicable per Sections III., IV. and XI.2, "Technical Proposal," "Price Proposal," "Completed Forms," and "Copy of Bid Bond."

Proposers are fully responsible for ensuring their Proposals are received by the time and date indicated. The SFMTA will not accept late Proposals, even in cases of known email system failure. Accordingly, Proposers are encouraged to submit their Proposals at least 24 hours before the time and date due. Proposals will not be opened in public. See Sections III and IV for submission requirements for the Technical and Price Proposals, respectively.

II.7. Alternate Approaches

II.7.A. Alternate Approaches

Qualified Proposers shall provide a Proposal that fully complies with the requirements of this RFP and associated documents. In addition, the City encourages Proposers to submit alternatives to the proposed technical, management, schedule and payment approaches. The City may consider accepting alternatives to portions of the Proposal, if, in the opinion of the SFMTA, such alternate approaches provide a tangible benefit and value to the City. Acceptance of the alternatives will be negotiated with the successful Proposer

For each alternate approach, the Proposer shall provide a description of the proposed change in sufficient detail for the SFMTA to fully understand the nature and impact of the change, including the provision of the Proposal that the Proposer would like to change. The Proposer shall provide alternate language if appropriate, and clearly specify the benefits to the City, considering technical merit, quality, schedule and cost factors.

II.7.B. Alternate Approaches Format

If the Proposer chooses to submit one or more alternate approaches (see [Section II.7.A](#)), they must be in a separate binder from the Technical and Price Proposals, and must clearly explain to which requirement each alternate approach applies. Proposer shall clearly organize the content using tabbed dividers.

III. TECHNICAL PROPOSAL

III.1. GENERAL REQUIREMENTS

Technical Proposals shall clearly and concisely explain how the Proposer will meet the requirements of this midlife overhaul project. Statements merely indicating that the Proposer will meet specific requirements are not acceptable.

III.1.A. Reserved.

III.1.B. Language and Units of Measure

The Technical Proposal shall be in English. Measurements may be in U.S. units or metric units. If metric units are used, the City requires that U.S. unit equivalents also be provided (e.g., inches, pounds).

III.1.C. Clarity and Completeness

The SFMTA desires brevity and clarity in Technical Proposals. The SFMTA will not be obligated to expend extraordinary effort if the Proposal is unclear, difficult to assess, and/or incomplete. Such Proposals may be classified as non-responsive.

III.2. FORMAT AND CONTENT

Each Technical Proposal shall be organized and numbered as indicated below. The Proposer shall include dividers to separate each section of the Proposal. The Proposer shall number the pages of each section of the Proposal consecutively beginning with Page 01.

Cover Letter

Table of Contents

- A. Technical Proposal Signature Page
- B. Technical Characteristics - Items III.3.A through III.3.H (see below in Section III.3)
- C. Repair, Support and Warranty Information - Items III.4.A through III.4.C (see below in Section III.4)
- D. Management Approach - Items III.5.A through III.5.C (see below in Section III.5)
- E. Completed Follow-Up Service Worksheets and Delivery Schedule Worksheets (see below in Section III.6).
- F. Responsibility of Proposer (see below in Section III.7)
- G. Firm Qualifications and Experiences - Items 8A through 8D (see below in Section III.8)
- H. References - Items 10A and 10B (see below in Section 10)
- I. Quality Assurance - Items 11A through 11I (see below in Section III.11)

J. Final Inspection and Testing (see below in Section III.12)

K. Joint Venture (see below in Section III.9)

L. Parts List and Schematics (see below in Section III.13)

III.3. TECHNICAL CHARACTERISTICS

Provide a technical description of the system replacement and rehabilitation process to be performed on the Coaches. The Technical Proposal shall demonstrate that all the equipment integrates and satisfies the functional requirements in the Technical Specifications, and that all remanufacture and repair work performed will be in compliance with the Technical Specifications. The Technical Proposal shall present a concise, detailed technical description of the work to be performed, including dismantling, inspection, remanufacture work, modification work, addition of new subsystems, assembly, and testing of the Coach.

Each Technical Proposal shall provide, but not be limited to, the information requested below. All drawings and layouts shall be provided on 11" x 17" size paper and labeled with dimensions as appropriate. Where appropriate, supply detail and installation drawings.

In order to facilitate the SFMTA's review, each Proposer must also include a summary section in the front of the binder with the technical information requested in subsections III.3.C through III.3.F below. The Proposer shall include tabs in the summary section, corresponding to each subsection number. The response to each paragraph shall be contained within its respective tab. Each response should include all information requested, be fully self-contained, and not reference attachments that may be in other sections of the Technical Proposal. These responses should be clear and concise, and completely explain how the Proposer will meet the stated objectives without additional explanation or information. Brevity is desired; however, statements merely indicating that the Proposer will meet specific requirements are not acceptable.

III.3.A. Reserved.

III.3.B. Reserved.

III.3.C. Wiring and Electrical Devices

There is a substantial amount of electrical wiring and electrical component installation and testing required in the repair of the Vehicles. Describe the Proposer's electrical wiring and component installation expertise and capability. Describe the Proposer's electrical troubleshooting capability. Describe how the OEM's connector and wiring scheme will be matched with enough detail to demonstrate the Proposer's understanding of the Vehicle's wiring makeup.

III.3.D. Propulsion System Replacement

Describe the Proposer's process and procedures for replacing the OEM's hybrid and trolley propulsion systems, engines, current collection systems, traction motors, battery storage systems, and cooling systems, and the qualifications and certifications possessed by the technicians expected to do this work.

III.3.E. Major Subsystem Replacement

Describe the Proposer's process and procedures for replacing the OEM's differential, axle, wheelchair ramp, instrument panel cluster, door, seating, mirrors, flooring systems, and for performing interior body work. List the qualifications and certifications possessed by the technicians expected to do this work.

For subsystems that are to be rebuilt, the selected Contractor shall provide the SFMTA with the OEM rebuilding procedures during the design review process. Please note that the OEM approaches to repairs are intended to represent a general understanding of the requirements of the Technical Specifications and are not intended to represent the precise processes to be used in the repairs.

III.3.F. Software and Firmware Upgrades

Describe the Proposer's approach and methodology for working with OEMs to implement software modifications required by the Technical Specifications. The Proposer may need to integrate with various systems, including, but not limited to, the Parker Sevcon system, the BAE HybriDrive, the Allison hybrid system, the Kiepe propulsion system, the VoltaBox energy storage system, the Vansco Multiplexing system, the Vapor door control systems, and the New Flyer Instrument Panel Cluster systems.

III.4. REPAIR, SUPPORT AND WARRANTY INFORMATION

III.4.A. Field Service Support

Supply a detailed description of the Proposer's field service and support for the Vehicles to be overhauled under this Contract. Include names, phone numbers, locations and size of territory. Describe how many service representative supports will be required to maintain a steady flow of Vehicles dispatching to the vendor site for overhaul, and returning to the SFMTA for Acceptance.

III.4.B. Parts Supply System

Describe the parts supply system for all components added or modified during the Vehicle overhaul, including locations of parts warehouses, percentage of parts routinely stocked in the U.S., and the average time between receipt of a parts order and shipment of the order.

Describe your parts ordering procedure, including any "Coach down" or emergency procedures and the availability of parts storage locally during the warranty period.

III.4.C. Warranty Processing System

Describe the Proposer's warranty processing system, including a sample claim form acceptable to the Proposer.

III.5. MANAGEMENT APPROACH

This section of the Technical Proposal shall include, at a minimum, the information indicated below.

III.5.A. Organization

A proposed organizational chart showing key individuals, including the Project Manager, Quality Control Manger, and their authority and responsibility for this project.

III.5.B. Schedules

The baseline CPM (Critical Path Method) schedule, which shall provide design, lead Coach (for each SR), and production Coach schedules showing the key milestones listed in the proposed delivery schedule and referenced in Section 12 (Delivery Schedule) of the Technical Specifications (Vol. 2).

The baseline CPM shall be formatted as a bar chart by week, beginning with Notice to Proceed and ending with delivery of the last Bus. Include SFMTA review periods for submittals, lead Coach testing, and Acceptance testing. The sheet shall be no larger than 11 inches × 17 inches.

III.5.C. Approach to Work

Provide a description of where and how the Overhaul work will be carried out. Provide a description that will describe the manner in which the Coaches will be coordinated from design review through final Coach delivery.

III.6. FOLLOW-UP SERVICE WORKSHEET AND DELIVERY SCHEDULE WORKSHEET

The Follow-up Service Worksheet and Delivery Schedule Worksheet included in Appendix A-Volume 1 shall be completed in their entirety.

The Proposer shall provide suggested spare parts and special tools lists with pricing for each SR. The SFMTA will use the specified allowances to purchase listed parts or tools, but may also use the specified allowance to purchase other parts or tools that are needed but not listed on these schedules. Refer to SAMPLE AGREEMENT, Section 4.9, Spare Parts and Special Tools.

III.7. RESPONSIBILITY OF PROPOSER (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. A responsible contractor is one that meets the following minimum qualifications:

- Has a minimum of seven years of previous experience performing as a prime contractor in the manufacture or rehabilitation of transit buses.
- Submit documentation to demonstrate that Contractor will only use subcontractors/suppliers for subsystems, elements, and components that have supplied such equipment for use on public transit vehicles.
- Has sufficient financial resources to satisfactorily perform all work required under the Contract. The Proposer should provide three years of audited financial statements, including profit and loss statements, for years 2017 through 2019, so that the SFMTA can make that determination.

- Submit a commitment from a surety to provide the Proposer with a payment bond, valued at 10% of the total Contract amount.

III.8. FIRM QUALIFICATIONS AND EXPERIENCES

This section of the Technical Proposal shall describe the relevant experience of the Proposer and its team in the overhaul work of hybrid electric Coaches and trolley Coaches. Proposers shall provide the following information:

- A. Provide the full name, 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), and the number of years of experience in rehabilitating transit buses, or the work for which the firm is listed in the Proposal.
- B. Include a description of the Proposer's and its team's qualifications and experience, especially as they relate to the services sought in this RFP. The description of the Proposer's and team qualifications and experience should include, but not be limited to: 1) electrical wiring, component installation and troubleshooting expertise and capability; 2) propulsion and other major subsystem replacement capability; and 3) Coach repair and painting expertise and capability.
- C. List all coach overhaul contracts performed by the Proposer during the past three years, including customer, type of vehicle and scope of work, quantity, major vendors, brief description of the vehicle (e.g., dimensions, capacities, features), contractual delivery schedule, actual delivery schedule, contractual price, and final price. Also indicate the extent of the Proposer's responsibility (i.e., total vehicle including coach and all systems, coach only, systems only).
- D. For the prime contractor and key subcontractors, name the key personnel who will have responsibilities for the services proposed. Identify the individual who will be the SFMTA's single point of contact for this project and will direct, coordinate, and manage the Contract. For each of the key personnel, specify his or her experience and qualifications, proposed project role, years with your firm, and years of experience in their assigned responsibilities of this project. 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.

III.9. JOINT VENTURE

If the Proposer is a joint venture, provide a copy of all written contracts or understandings that exist between each party to the joint venture. The qualifications, duties and responsibilities of each joint venture partner must be clearly identified. Such explanation shall fully discuss and identify the responsibility of the joint venture for performing the services and complying with the Contract requirements.

III.10. REFERENCES

The Proposer shall provide five customer references to demonstrate that similar work has been successfully performed in the last five years. Each referenced project shall have:

- A. Customer's name and address, email address, and the telephone number of a current client employee who is familiar with the Proposer's work;
- B. If the customer is overseas, the Proposer shall provide the name, email address, and telephone number of an employee who can speak fluent English.

III.11. QUALITY ASSURANCE

The Proposer shall provide the following quality assurance documentation:

- A. Recent quality assurance program plan and ISO 9000 certification status;
- B. List of internal quality assurance documents and excerpts of relevant sections;
- C. Quality assurance documents and excerpts relevant to evaluation of subcontractors and/or sub-suppliers;
- D. Forms used on the production line to record and track quality problems.

In addition, provide responses to the following:

- E. Describe in-plant quality assurance organization and procedures.
- F. Describe how welders in the bus assembly plant are certified.
- G. Describe the testing program to ensure quality welds.
- H. Detail how any off-site welding is inspected and tested.
- I. Describe the Coach water tightness test method and procedure.

III.12. FINAL INSPECTION AND TESTING

Describe the approach to the final Acceptance and testing of the rehabilitated Vehicle, the type of testing to take place, and how the results are to be documented.

III.13. PARTS LIST AND SCHEMATICS

For the Contract deliverables listed below, the Proposer shall provide the following information:

III.13.A. PARTS LIST

Provide a preliminary parts list, in Excel format, containing all components the Proposer plans to use to overhaul each SR (see Section 9, Vehicle Records, Vol. 2).

III.13.B. UPDATED SCHEMATICS AND AS-BUILT DRAWINGS

The SFMTA will provide, in PDF format, Vehicle schematics and parts manuals to the Proposer for each SR being overhauled. Proposer shall provide a description of the methodology that will be used to produce updated schematics and as-built drawings, and indicate in which format(s) the updated schematics and as-built drawings will be provided.

TECHNICAL PROPOSAL SIGNATURE PAGE
FOR
MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND 60' ELECTRIC TROLLEY COACHES

Date: _____

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
700 Pennsylvania Ave., Building B, 2nd Floor, San Francisco, CA 94107

Attention: Enoch Chu, Project Manager

This Technical Proposal is submitted by: _____

Business Address: _____

Telephone Number: _____

The undersigned, as Proposer, declares that the only persons interested in the Technical Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; and that this Proposer has received and has carefully examined the Contract documents on file with and available from the SFMTA, as specified in the Request for Proposals.

If this Proposal is accepted, and following Notice of Intent to Award, Proposer agrees to enter into a Contract with the City and County of San Francisco (City), which Contract documents are understood by Proposer.

Proposer agrees to provide the required bonds and/or letters of credit and insurance documents following Notice of Award of the Contract.

Proposer agrees to overhaul Coaches to the City in accordance with the terms of the Contract.

It is understood and agreed that subsequent to the opening of the Technical Proposal, Proposer shall promptly furnish information deemed pertinent by the City regarding any article, component, or service required hereunder that Proposer proposes to furnish.

Proposer agrees to maintain the Technical Proposal in effect for 180 Days from the date of submission.

Failure to acknowledge receipt of Addenda may be cause for rejection.

Proposer acknowledges receipt of Addenda:

Number	Date

If the Technical Proposal is made by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the Proposal shall so state. If the Technical Proposal is made by a partnership, the full names and addresses of all partners and the address of the partnership shall be stated, and the Proposal shall be signed for all partners by one or more of the partners. If the Proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers. In addition, a certified copy of the corporate resolution authorizing said officer or officers (by name) to execute the Technical Proposal should be attached. If the Proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated, and the Proposal shall be signed by each member of the joint venture.

Signature: _____

Name (Typed): _____

Title: _____

Signature: _____

Name (Typed): _____

Title: _____

Signature: _____

Name (Typed): _____

Title: _____

FOR PROPOSER’S USE
Reference Part III –Technical Proposal

Have you submitted the following?

Cover Letter	
Table of Contents	
I. Signature Page	
II. Technical Characteristics	
III Repair, Support and Warranty Information Items III.4.A through III.4.C	
IV. Management Approach Items III.5.A through III.5.C	
V. Completed Follow-Up Service Worksheets and Delivery Schedule Worksheets (see Appendix A of this RFP)	
VI. Responsibility of Proposer	
VII. Firm Qualifications and Experiences Items 8A through 8D	
VIII. References Items 9A and 9B	
IX. Quality Assurance Items 10A through 10J	
X. Final Inspection and Testing	
XI. Joint Ventures	
XII. Parts List and Schematics Items 13A and 13B	

NOTE: The Checklist is to assist you in the preparation of the Proposals; however, it is not a guarantee that your bid is complete or responsive, even if all elements of the checklist are completed.

IV. PRICE PROPOSAL

IV.1. GENERAL REQUIREMENTS

IV.1.A. Reserved.

Language and Units of Currency

Proposals shall be in English. All prices shall be in U.S. dollars, and shall be the total price delivered F. O. B. to the destinations set forth in the Sample Agreement (Volume 1. Part X).

IV.1.B. Clarity and Completeness

Proposals shall be made on the forms provided, and shall be typewritten or clearly written in ink. All blank spaces shall be filled in, and no changes shall be made to the wording on the forms unless the City issues specific Addenda with changes to the forms.

IV.2. FORMAT AND CONTENT

Each Proposal shall be organized and numbered as indicated below. Dividers shall be included to separate each section of the Proposal. Proposers must submit Items I through VI in the Table of Contents below with their Price Proposal in order to be considered responsive.

Table of Contents

- I. Signature Page (Pages IV-3, IV-4, and IV-5)
- II. Schedule of Prices (Schedule 1 on Pages IV-6)
- III. Completed SBE Forms (see VI.16.E)
- IV. Certifications
 - a. Buy America Requirements (Appendix B-1)
 - b. Attestation of Compliance (Appendix B-2)
 - c. Certification Regarding Lobbying (Appendix B-3)
 - d. City's Standard Forms (Appendix B-5)
- V. A Proposal bond (bid bond), cashiers or certified check, or money order in the amount of \$250,000 must accompany the Proposer's primary Price Proposal. If a second price Proposal is submitted, insert a copy of the Proposal bond (bid bond), cashier's or certified check, or money order (see Appendix C).

VI. SAMPLE AGREEMENT

A Sample Agreement for this project is included in Section X of this RFP. The Sample Agreement contains the following Exhibits:

- Exhibit A: Schedule of Prices
- Exhibit B: Project Delivery Schedule
- Exhibit C: Payment Milestones
- Exhibit D: Force Account Provisions
- Exhibit E: FTA Requirements for Personal Services Contracts
- Exhibit F: SBE Requirements

The Proposer shall carefully review all requirements of the Sample Agreement in this RFP prior to preparation of its Price Proposal. In preparation of its Price Proposal, the Proposer must assume that the SFMTA will not make modifications to the terms of the Agreement as attached unless it has issued an addendum changing the terms of the Agreement.

IV.3. SINGLE BID EVALUATION / PRICE PROPOSAL EXTENSION

In the event there is a single Proposal that qualifies for this procurement, resulting in a possible sole source procurement, the SFMTA may exercise the right to extend the proposed pricing an additional 90 Days. This will allow for further investigation of the Price Proposal and justification for proceeding with a sole source procurement. See also Section V.3.

**PRICE PROPOSAL SIGNATURE PAGE
FOR**

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND 60'
ELECTRIC TROLLEY COACHES**

Date: _____

San Francisco Municipal Transportation Agency
700 Pennsylvania Avenue
Building B, 2nd Floor
San Francisco, CA 94107

Attention: Enoch Chu, Project Manager

This Price Proposal is submitted by: _____

Business Address: _____

Telephone Number: _____

The undersigned, as Proposer, declares that the only persons interested in the Price Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; and that this Proposer has received and has carefully examined the Contract documents on file with and available from the SFMTA, as specified in the Request for Proposals.

If this Price Proposal is accepted, the Proposer agrees to enter into a Contract with the City and County of San Francisco (City), which Contract documents are understood by Proposer.

Proposer shall include unit prices and total prices as indicated for the items shown on Schedules 1 of the Schedule of Prices, as applicable.

Proposer agrees to furnish the services and items listed below to the City in accordance with the terms of the Contract at the prices listed below.

A Proposal bond (bid bond), cashiers or certified check, or money order in the amount of \$250,000 is attached hereto as the Proposal bid security.

Should its Price Proposal be accepted and Award made to it, Proposer agrees that if it fails or refuses to furnish the required bonds and insurance certificates within 20 calendar days after receiving notice from the SFMTA to file such documents, or fails or refuses to properly execute

and return the Agreement, the SFMTA may, at its option, determine that this Proposer has abandoned its Price and Technical Proposals. Thereupon, the Award of said Contract to this Proposer shall be null and void, and the full principal amount of the Proposal bond (bid bond) shall be payable to the City and County of San Francisco (or the cashier's or certified check or money order accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection), and the proceeds thereof shall be retained by the City as partial liquidated damages for failure of such Proposer to properly execute the Agreement or file the documents herein required. The foregoing in no way limits the damages that may be recoverable by the City for such failure to enter into the Contract.

It is understood and agreed that Proposer shall, subsequent to Proposal opening, promptly furnish information deemed pertinent by the SFMTA regarding any article, component, or service required hereunder which Proposer proposes to furnish.

Proposer agrees to maintain the Price Proposal in effect for 180 calendar days from the date of submission.

Failure to acknowledge receipt of Addenda may be cause for rejection.

Proposer acknowledges receipt of Addenda:

Number	Date

If the Price Proposal is made by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the Price Proposal shall so state. If the Price Proposal is made by a partnership, the full names and addresses of all partners and the address of the partnership shall be stated, and the Proposal shall be signed for all partners by one or more of the partners. If the Price Proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers. In addition, a certified copy of the corporate resolution authorizing said officer or officers (by name) to execute the Proposal should be attached. If the Price Proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated, and the Proposal shall be signed by each member of the joint venture.

Signature: _____

Name (Typed): _____

Title: _____

Signature: _____

Name (Typed): _____

Title: _____

Signature: _____

Name (Typed): _____

Title: _____

**SCHEDULE 1 - SCHEDULE OF PRICES
 MID-LIFE OVERHAUL OF THE 40’ & 60’ HYBRID ELECTRIC COACHES AND 60’ ELECTRIC
 TROLLEY COACHES**

PROPOSED PRICES

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See Section 7 of Part X (Sample Agreement) regarding other taxes and governmental charges). All bid item prices shall be accurate reflections of the bid items proposed.

No.	QTY	Description	Unit Price	Total Price
1	60	SR-1849 - 60-ft Trolley Coach	\$ _____	\$ _____
2	55	SR-1907 - 60-ft Allison Hybrid	\$ _____	\$ _____
3	6	SR-1955 - 60-ft BAE Hybrid	\$ _____	\$ _____
4	25	SR-1961 - 60-ft Allison Hybrid	\$ _____	\$ _____
5	25	SR-1962 - 60-ft BAE Hybrid	\$ _____	\$ _____
6	24	SR-1963 - 40-ft Allison Hybrid	\$ _____	\$ _____
7	24	SR-1964 - 40-ft BAE Hybrid	\$ _____	\$ _____
8	12	Remanufactured ISL engine of the same engine model year for SR-1907	\$ _____	\$ _____
9	10	As-Built Drawings, Updated Schematics, and Parts Lists (Per SR)	\$ _____	\$ _____
10	1	Special Tools	N/A	\$1,000,000 (fixed allowance)
11	1	Spare Parts	N/A	\$1,000,000 (fixed allowance)
12	1	Unforeseeable Work and Exterior Body Work	LS	\$5,500,000
Basis of Award (Items 1 through 12)			Grand Total	\$
Information Item (not included in evaluation)				
Hourly Rate for Unforeseeable Work and Exterior Body Work				\$

FOR PROPOSER'S USE
Reference Part IV – Price Proposal

Have you submitted the following?

Table of Contents	
I. Signature Page	
II. Schedule 1 - Schedule of Prices	
III. Completed SBE Forms	
IV. Certifications Buy America Requirements Attestation of Compliance Certification Regarding Lobbying City's Standard Form	
V. Proposal bond (bid bond), cashiers or certified check, or money order for \$250,000 must accompany the Proposer's primary Price Proposal. If a second Price Proposal is submitted, insert a copy of the Proposal bond (bid bond), cashier's or certified check, or money order (See form in Appendix C).	

NOTE:

The Checklist is to assist you in the preparation of the Proposals; however, it is not a guarantee that your Proposal is complete or responsive, even if all elements of the Checklist are completed.

V. EVALUATION AND SELECTION CRITERIA

V.1. EVALUATION CRITERIA

The SFMTA will not review or score the Proposal unless the Contractor's firm meets the Minimum Qualifications specified in Section III.7.

V.1.A. Technical Proposal (40 points max.):

Proposers will be evaluated on their understanding of the services to be provided, the quality of their Technical Proposal, and their processes and procedures for performing the work required under the RFP.

V.1.B. Firm Qualifications and Experience (25 points max.):

The criterion includes relevant experience of the Proposer, key personnel of the Proposer, proposed subcontractors, specifically with respect to the work required under the RFP, and customer references (see Section III.10. REFERENCES).

V.1.C. Schedule (15 points max.):

The SFMTA can allow a maximum of 16 Coaches to be at the Contractor's site, including in transport, and the Contractor shall use this information and Section 12 (Delivery Schedule) of the Technical Specifications to develop the schedule of delivery. The "No. of days late" refers to the overall additional days in the proposed delivery schedule as compared to the delivery of the last coach as referenced in Section 12 of the Technical Specifications.

$$\text{Proposer's score} = \left[1 - \frac{(\text{No. of days late})}{180 \text{ days}} \right] \times 15 \text{ points}$$

V.1.D. Project Organization and Approach (10 points max.):

Proposers will be evaluated on the effectiveness of the Proposer's organizational project management structure and the quality of their facilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet project schedules, and managing quality control and testing.

V.1.E. Price Proposal (20 points max.):

The total amount of points for this section will be awarded to the Proposer who has the lowest price based on the grand total listed in Schedule 1. Total points for all other Proposers will be calculated by dividing the higher price into the lowest price in order to determine a percentage. That percentage will then be multiplied to the total points available for this section in order to arrive at the points awarded for that higher price.

$$\text{Proposer's Score} = \frac{\text{Lowest Price}}{\text{Proposer's Price}} \times (20 \text{ points})$$

V.2. CONTRACT AWARD

V.2.A. Award Procedure

The SFMTA will recommend award of the Contract to the Proposer who receives the highest ranking in the evaluation process and will issue a Notice of Intent to Award to that Proposer or Proposers. The Selected Proposer agrees to permit City to perform audits and inspections as set forth in the FTA Requirements for Procurement Contracts (see Exhibit D to the Sample Agreement).

The Contract is subject to approval by the Board of Directors of the SFMTA and the City's Board of Supervisors. After final approval of the Contract, the SFMTA will issue a Notice of Award to the successful Proposer.

V.2.B. Debrief to Unsuccessful Proposers

Upon request, the SFMTA will debrief unsuccessful Proposers after Award of the Contract.

V.2.C. Bonds, Insurance, and Execution of Contract

Within 20 Days following the receipt of a Notice of Intent to Award, the Proposer to whom the contract is awarded shall deliver the specified payment bond, and insurance certificates to the City, in accordance with Section 4.8.1 of the Sample Agreement. The payment bond shall be furnished using the forms provided in Appendix C, Volume 1.

If a Proposer to whom Notice of Intent to Award is made fails or refuses to furnish the required bond and insurance certificates within 20 Days after receiving notice from the City to file such documents, or fails or refuses to properly execute and return the Agreement, the City may, at its option, determine that this Proposer has abandoned its Proposal. Thereupon, the recommended award of the contract to the Proposer shall be null and void, and the full principal amount of the Proposal bond (bid bond) shall be payable to the City and County of San Francisco (or the cashier's or certified check or money order accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by the City as partial liquidated damages for failure of such Proposer to properly execute the Agreement or file the documents herein required.

V.3. SINGLE PROPOSER

If the SFMTA receives only one responsible and responsive Proposal, the SFMTA may conduct a price or cost analysis, or both, to assess whether the prices offered by the Proposer are fair and reasonable. For a price analysis, the prices for overhaul procurements with similar specifications and similar quantities of Coaches will be compared to the prices received in the single Proposal. Where differences exist, a detailed analysis will be conducted to determine the factors that might cause the difference, such as escalation and technical performance requirements.

The SFMTA may conduct a cost analysis if necessary to determine if the proposed prices in the Proposal are fair and reasonable. During a cost analysis, the individual cost elements used by the Proposer(s) to generate the prices shown in the Price Proposal will be examined. Each cost

element will be evaluated for profit and reasonable estimates of labor, materials, and overhead. Subcontractor costs may also be examined in the same manner.

The City is not obligated to accept a single Proposal for this project. The date of Contract Award may be extended by 90 Days to allow time to conduct a cost analysis..

VI. TERMS AND CONDITIONS FOR PROPOSALS

VI.1. 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 the time set for in Section VI.2 below. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

VI.2. 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 business 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.

- 1) Objections must be delivered to Enoch Chu, at enoch.chu@sfmta.com. If an objection is mailed, the Proposer bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of objections delivered orally (e.g., by telephone) will not be considered.
- 2) The objection shall state the basis for the objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the Proposer.
- 3) The SFMTA, at its discretion, may make a determination regarding an objection without requesting further documents or information from the Proposer who submitted the objection. Accordingly, the initial objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the Proposer at the time the objection is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial objection, but which could have been raised at that time, the City may not consider such new grounds or new evidence.
- 4) Upon receipt of a timely and proper objection, the SFMTA will review the objection and conduct an investigation as it deems appropriate. As part of its investigation, the SFMTA may consider information provided by sources other than Proposer. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the objection. If required, the City may extend the Proposal submittal deadline to allow sufficient time to review and investigate the objection, and issue Addenda to incorporate any necessary changes to the RFP.
- 5) Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the

procurement process (including as part of a protest), in a Government Code Claim, or in other legal proceedings.

- 6) A Proposer may not rely on an objection submitted by another Proposer, but must timely pursue its own objection.

VI.3. ADDENDA TO RFP

The SFMTA may modify the RFP prior to the Proposal due date by issuing Addenda, which will be posted on the San Francisco City Partner website:

<https://sfcitypartner.sfgov.org/pages/index.aspx>.

The Proposer is responsible for ensuring that its Proposal reflects any and all 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 San Francisco City Partner website frequently, including shortly before the Proposal due date, to confirm that the Proposer is aware of, and its Proposal is responsive to, all Addenda.

VI.4. TERM OF PROPOSAL

Submission of a Proposal signifies that the proposed services and prices are valid for 180 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.

VI.5. REVISION OF PROPOSAL

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

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

At any time during the Proposal evaluation process, the 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.

VI.6. ERRORS, OMISSIONS AND DEVIATIONS 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 Contractor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

VI.7. FINANCIAL RESPONSIBILITY

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

VI.8. PROPOSER'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code. City law bans persons who are seeking or recently entered into government contracts from making contributions to certain candidates for City elective office. The ban applies when:

- The City, a state agency on whose board an appointee of a City elective officer serves, the Unified School District, or the Community College District is a party to a contract,
- The contributor is a party to the contract or is an affiliate (see discussion below) of a party to the contract;
- The contract or series of contracts in the same fiscal year has a ***total anticipated or actual value of \$100,000 or more in a fiscal year.***

If these three conditions are met, then the contributor is prohibited from making a contribution to the candidate. This applies from the time that the contractor submits a proposal to the City to become a party to the contract until either (a) negotiations regarding the proposal terminate (and the contractor is not awarded the City contract), or (b) 12 months have passed since the contract was approved.

Affiliates of a contractor are the entity's directors, principal officers (including its chairperson, chief executive officer, chief financial officer, chief operating officer, or any similar position), individuals or entities holding a share of the organization of 10 percent or greater, and any subcontractor listed on the organization's bid for a City contract.

VI.9. SUNSHINE ORDINANCE

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

VI.10. PUBLIC ACCESS TO MEETINGS AND RECORDS

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

VI.11. RESERVATIONS OF RIGHTS BY THE CITY

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

- 1) Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
- 2) Reject any 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;
- 6) Determine that no project will be pursued;
- 7) Accept any Proposals in whole or in part.

In submitting a Proposal, the 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.

VI.12. NO WAIVER

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

VI.13. 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 Proposer 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 a person with whom contact is expressly authorized by this RFP, 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 Board of Directors of SFMTA 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 will not provide 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 Board of Directors of SFMTA and if required, by the San Francisco Board of Supervisors. All lobbyists or any agents representing the interests of Proposer and subcontractor(s) shall also be subject to the same prohibitions.

A Proposer must submit with its Proposal an executed Attestation of Compliance (see Appendix B-2) 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.

VI.14. RESOURCE CONSERVATION

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible.

VI.15. TROPICAL HARDWOOD BAN

The City will deem non-responsive any Proposal, bid or other response to a solicitation that calls for the use of any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product (see Sample Agreement, Section 10.18).

VI.16. SMALL BUSINESS ENTERPRISE (SBE) NON-DISCRIMINATION REQUIREMENTS

The following information is provided to assist the Proposers in the preparation of Proposals. Please also see Appendix B.4 for a description of SFMTA's SBE Program, along with all forms required for submittal of Proposals and for use by the Proposer.¹

A. Policy

The SFMTA is committed to a Small Business Enterprise (SBE) Program (Program) for the participation of SBEs in contracting opportunities. The SFMTA is also committed to compliance with the federal regulations in 49 CFR Part 26, issued March 4, 1999, as amended from time to time (the Regulations). The Regulations are incorporated into this Program as though fully set forth herein. It is the intention of the SFMTA to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of the SFMTA.

B. Questions

Questions concerning SBE Non-Discrimination Requirements should be addressed to:

Preston Tom
SFMTA, Contract Compliance
email: preston.tom@sfmta.com

Please include "SFMTA-2021-05-FTA" in the subject line of your e-mail.

C. Non-Discrimination in Employment

The SFMTA will evaluate the Proposer's response to the Questionnaire on Recruitment, Hiring, and Training Practices (MTA SBE Form No. 3) to determine whether the Proposer is in compliance with the Nondiscrimination Requirements.

Should the SFMTA deem it necessary, the SFMTA will seek a written commitment from the Proposer to use good faith efforts to provide equal employment opportunities during the term of the contract. One measure of such a commitment would be comparing utilization of women and minorities with the relevant labor market in order to improve parity between the composition of the Proposer's workforce and the available labor market. The Proposer may be required to provide the SFMTA with the relevant data regarding its labor market.

D. SBE Participation Goal

The Contract Compliance Office has established a 15% SBE participation goal for this Contract.

¹ The terms "Contractor" and "Consultant," and "subcontractor" and "subconsultant" are used synonymously throughout.

Small business firms may qualify for this program by enrollment in the State of California's Small Business Program, the federal DBE program, or the City and County of San Francisco's LBE program.

To be determined responsive, a Proposer must demonstrate in its submittal that it will meet the goals in the performance of this contract; or if it is unable to meet the goals, the Proposer must submit documentation (MTA Form 2 – SBE Consultant/Subconsultant – Good Faith Efforts) with its Proposal that it performed good faith efforts, prior to submission of the bid or proposal, to meet this goal. A Proposer that is not responsive shall be ineligible for award of the contract.

E. SBE Forms Required to be Submitted with Proposal (Note: SBE Forms provided in Appendix B.4 to this RFP)

In addition to the requirements on the content of the proposal discussed above, the Proposer must submit the following forms with their Proposals:

- (1) Consultant/Joint Venture Partner and Subconsultant Participation Report (SFMTA SBE Form 1)
- (2) SBE Consultant / Subconsultant – Good Faith Efforts (SFMTA SBE Form 2)
- (3) Bidders List (SFMTA SBE Form 2A)
- (4) SBE Consultant/Joint Venture Partners/Subconsultant – Gross Revenue Declaration (SFMTA SBE Form No. 2B)
- (5) Questionnaire on Recruitment, Hiring and Training Practices for Consultants (SFMTA SBE Form 3)
- (6) Subconsultant Participation Declaration (SFMTA SBE Form 4)
- (7) SBE Acknowledgement Declaration (SFMTA SBE Form 5)
- (8) Joint Venture Participation Form (Schedule B)
- (9) A Copy of the firm's Nondiscrimination Program or EEO Policy Statement (if any)

Forms shall be submitted as described in Section IV. above. Please label the file/folder "SFMTA-2021-05-FTA SBE Forms."

Both the proposed contractor and subcontractors will need to submit Items 3, 4 (if applicable), 5, and 9. Items 1, 2 and 6 of this paragraph apply to the prime consultant only. Item 7 applies to the SBE subconsultant only.

Information about all firms submitting quotes or proposals to the prime and subconsultants must be included on Item 3 (Bidders List). Directions for completing the above forms can be found in the SBE Program in Appendix B.4.

VII. CONTRACT REQUIREMENTS

VII.1. STANDARD CONTRACT PROVISIONS

The successful Proposer will be required to enter into a contract substantially in the form as shown in the Sample Agreement. Failure to timely execute the Contract, or to furnish any and all certificates, 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 selected for damages.

VII.2. NONDISCRIMINATION IN CONTRACTS AND BENEFITS

As a material requirement of the contract, the selected Proposer(s) 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. Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the Contract Monitoring Division (CMD) website.

VII.3. MINIMUM COMPENSATION ORDINANCE (MCO)

Successful Proposers are urged to agree to comply with and be bound by the provisions of 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 the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors are urged to pay any such increases to covered employees during the term of the contract.

VII.4. HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)

Successful Proposers are urged to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should 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 www.sfgov.org/olse/hcao.

VII.5. FIRST SOURCE HIRING PROGRAM (FSHP)

If the contract is for more than \$50,000, then the 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 should 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://oewd.org/first-source> and from the First Source Hiring Administrator, business.services@sfgov.org or call (415) 701-4848.

VII.6. 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 they are familiar with these laws; certify that they do 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 City on behalf of the successful Proposer(s) might be deemed consultants 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 Days of the City notifying the successful Proposer(s) that the City has selected the Proposer.

VIII. CERTIFICATIONS

VIII.1. DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Lower Tier Covered Transactions (Third Party Contracts \geq \$25,000)

Grantees and sub-grantees must not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." **Therefore, by signing and submitting its bid or proposal, the bidder or Proposer certifies as follows:**

The certification in this clause is a material representation of fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA). If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 2 CFR Parts 180, Subpart C and 1200, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Reminder: Each bidder must include the debarment and suspension certification clause in all solicitations for lower tier participants with prospective contracts that will exceed \$25,000. These potential Subcontractors must also certify to the statements in the certification.

VIII.2. BUY AMERICA REQUIREMENTS (APPENDIX B-1)

The Proposer shall complete and sign this certification and submit it with its Proposal.

VIII.3. ATTESTATION OF COMPLIANCE (APPENDIX B-2)

The Proposer shall sign this certification to indicate compliance with the requirements of Section VI.13 of this RFP.

VIII.4. CERTIFICATION REGARDING LOBBYING (APPENDIX B-3)

All prospective Proposers are required to complete and submit along with their Proposals, the certification form shown as Appendix B-3, regarding lobbying. The Contractor must obtain lobbying certificates, along with disclosure statements, if applicable, from all Subcontractors with subcontracts in excess of \$100,000. These should be submitted to Enoch Chu, at the address indicated below, as soon as the subcontracts are awarded.

San Francisco Municipal Transportation Agency
Fleet Engineering
700 Pennsylvania Avenue
Building B, 2nd Floor
San Francisco CA 94107

VIII.5. SAN FRANCISCO BUSINESS TAX CERTIFICATE

San Francisco Ordinance No. 345-88 requires that, in order to receive an award, a firm located in San Francisco or doing business in San Francisco must have a current Business Tax Certificate. Since work contemplated under the proposed Agreement will be performed in San Francisco, a San Francisco Business Tax Certificate will be required. See City's Standard Forms in Appendix B-5.

IX. OTHER INFORMATION

IX.1. APPEALS AND PROTEST PROCEDURES

The Protest Procedures for Bidding and Award of Federally Assisted Third Party Contracts are included in Appendix D. The Proposer shall comply with the requirements of FTA Circular 4220.1F regarding protests to FTA.

IX.2. FURTHER INFORMATION, CLARIFICATIONS, QUESTIONS OR CONCERNS

For further information, clarifications, questions or concerns regarding contractual provisions and Technical Specifications, contact:

Kathy Larson
Contract Specialist
San Francisco Municipal Transportation Agency
kathy.larson@sfmta.com

Questions must be submitted 14 Days prior to the deadline for submission of Proposals.

X. SAMPLE AGREEMENT

CITY AND COUNTY OF SAN FRANCISCO

San Francisco Municipal Transportation Agency

MIDLIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND 60' ELECTRIC TROLLEY COACHES

Contract No. SFMTA-2021-05-FTA

CCO NO. 21-1554

Section X, Sample Agreement, is a separate file to be downloaded from the online posting for this RFP on the San Francisco City Partner website.

You may access the website at the following link:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

XI. APPENDICES

XI.1. APPENDIX A: WORKSHEETS

- 1A. Follow-up Service Worksheet
- 1B. Delivery Schedule Worksheet

**1A. FOLLOW-UP SERVICE WORKSHEET
FOR
MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND 60' ELECTRIC
TROLLEY COACHES**

Location of Technical Service Representative Nearest to SFMTA

Name: _____
Address: _____
Telephone: _____

**Policy for Delivery of Parts and Components To Be Purchased for Service and
Maintenance**

Regular Method of Shipment: _____
F.O.B. Point: _____

**1B. DELIVERY SCHEDULE WORKSHEET
 FOR
 MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND 60' ELECTRIC
 TROLLEY COACHES**

Completion of items as indicated below shall occur before the time periods listed have elapsed. Liquidated Damages applies to all items. Refer to Section 4.7 of the Agreement.

Item	Calendar Days after Notice to Proceed				
	SR-1964	SR-1955 SR-1962	SR-1849	SR-1907 SR-1961	SR-1963
Pick Up of First Article Coach					
Delivery of Completed First Article Coach					
Conditional Acceptance and Approval of Pilot					
Begin overhaul of remaining coaches					
Delivery of the last coach					
Submittal of final As-Built Drawings, Updated Schematics, and Parts Lists					

Item	Days after Notice to Proceed
Submittal of draft recommended spare parts and special tools lists	
Delivery of spare parts and special tools	

Deliveries:

Note 1: Actual item due dates will be determined after the First Article Coaches have been presented and changes to the scope of work have been finalized and negotiated.

Note 2: All deliveries to the SFMTA shall be to SFMTA's Marin facility during weekday working hours, Monday through Friday, 7 a.m. – 3 p.m., except SFMTA holidays, or as otherwise specified in writing by the SFMTA. Contractor shall provide at least 48 hours' notice to the SFMTA prior to delivery.

Note 3: Due to service demands, the SFMTA can only allow up to 16 Coaches at the Contractor's site at any one time. Contractor shall not deliver more than three Coaches to the SFMTA at any one time.

Note 4: The Coach will have to pass inspection and acceptance testing by the SFMTA before being put back into revenue service. The SFMTA reserves the right not to release scheduled Coaches for rehabilitation if one or more rehabilitated Coaches fail to meet SFMTA requirements.

XI.2. APPENDIX B: CERTIFICATIONS; SBE PROGRAM; CITY'S STANDARD FORMS

1. BUY AMERICA REQUIREMENTS
2. ATTESTATION OF COMPLIANCE
3. CERTIFICATION REGARDING LOBBYING
4. SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY SMALL BUSINESS ENTERPRISE PROGRAM FOR PROFESSIONAL AND TECHNICAL SERVICES
5. CITY'S STANDARD FORMS

1. BUY AMERICA REQUIREMENTS

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements contained in Sec. 661.13(b) of 49 CFR Part 661. **Only complete and sign one of the following certificates.**

Buy America Certificate

Procurement of Buses, other Rolling Stock and Associated Equipment

(applicable to procurements greater than \$150,000)

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Date _____

Signature _____

Company _____

Name _____

Title _____

**Certificate of Non-Compliance with Buy America Rolling Stock
Requirements**

The bidder or offeror certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

2. 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: _____

1. I attest that I and all members of the firm listed above will and have complied to date with Part VI, TERMS AND CONDITIONS FOR PROPOSALS, Section VI.13 of the RFP. Yes
2. I understand that if my firm or any members of the firm listed above are found to be in violation of Part VI, TERMS AND CONDITIONS FOR PROPOSALS, Section VI.13 of the 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 _____

3. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, 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 undersigned, 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 making lobbying contacts to 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering 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.

The Consultant or Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant or Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____

By: _____
(signature of authorized official)

(title of authorized official)

4. SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY SMALL BUSINESS ENTERPRISE PROGRAM FOR PROFESSIONAL AND TECHNICAL SERVICES

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM
FOR PROFESSIONAL AND TECHNICAL SERVICES**

REQUEST FOR PROPOSALS (RFP)

FOR

**Contract No. SFMTA-2021-05-FTA
Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches
and 60' Electric Trolley Coaches
CCO 21-1554**

FTA-FUNDED

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Revised 1/13/21

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

**ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS AND OTHER
PROFESSIONAL SERVICES**

FOR FEDERALLY-FUNDED PROJECTS

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**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

**ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS AND OTHER
PROFESSIONAL SERVICES**

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**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

**ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS AND OTHER
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SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Small Business Enterprise Program Requirements

Architects, Engineers, Planners, Environmental Scientists and Other Professional Services

I. POLICY

The San Francisco Municipal Transportation Agency (SFMTA) is committed to a Small Business Enterprise (SBE) Program ("Program") for the participation of SBEs in contracting opportunities in accordance with the federal regulations in 49 CFR Part 26, issued March 4, 1999, as amended from time to time (the "Regulations"). The Regulations are incorporated into this Program as though fully set forth herein. It is the intention of the SFMTA to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of the SFMTA.

A. Applicability

Under 49 CFR Sections 26.3 and 26.51, and in response to the Federal Transit Administration's ("FTA") March 23, 2006, publication of the Department of Transportation's ("DOT") guidance concerning the federal Disadvantaged Business Enterprise ("DBE") program that applies to grant recipients within the Ninth Circuit, the SFMTA, a recipient of federal financial assistance from the FTA, is required to implement race-neutral means of facilitating DBE participation. The SFMTA's SBE Program is in accordance with DOT's guidance that, absent a disparity study, the SFMTA must meet its overall annual DBE goal using race-neutral means. This Program applies to the following types of SFMTA contracts that are funded, in whole or in part, by DOT financial assistance: Automotive Repair; Support Activities for Rail Transportation; Railroad Rolling Stock Manufacturing; General Freight Trucking; Hazardous Waste Collection, Trucking; Remediation; Testing Labs; Computer Programming and Design; Architecture & Engineering Services; Surveying and Mapping; Drafting (design services); Landscape Architecture; Building Inspection; Machinery and Equipment Rental (construction); Merchant Wholesalers, Durable Goods; Public Relations; Administrative Services; and Telecommunications.

B. Objectives

The objectives of this program are to:

1. Remove barriers to SBE participation in the bidding, award and administration of SFMTA contracts;
2. Assist SBEs to develop and compete successfully outside of the Program;
3. Ensure that the Program is narrowly tailored in accordance with 49 CFR Part 26;
4. Ensure that only SBEs meeting the eligibility requirements are allowed to participate as SBEs;
5. Identify business enterprises that are qualified as SBEs and are qualified to provide SFMTA with required materials, equipment, supplies and services; and to develop a good rapport with the owners, managers and sales representatives of those enterprises;

6. Develop communications programs and procedures which will acquaint prospective SBEs with SFMTA's contract procedures, activities and requirements and allow SBEs to provide SFMTA with feedback on existing barriers to participation and effective procedures to eliminate those barriers; and
7. Administer the Program in close coordination with the various divisions within SFMTA so as to facilitate the successful implementation of this Program.

C. Administration of Program

The Director of Transportation of the SFMTA is responsible for adherence to this policy. The Contract Compliance Office (CCO) shall be responsible for the development, implementation and monitoring of this program. All SFMTA personnel shall adhere to the provisions and the spirit of the program. Virginia Harmon, Senior Manager of Contracts & Procurement, is the DBE Liaison Officer (DBELO) for the SFMTA, located at 1 So. Van Ness Avenue, 6th Floor, San Francisco, CA 94103, telephone number (415) 701-4404, electronic mail address virginia.harmon@sfmta.com.

D. Prohibited Discrimination

SFMTA does not exclude persons from participation in, deny benefits to, or otherwise discriminate against any persons in connection with the award and performance of any contract governed by the Regulations on the basis of race, color, sex or national origin. The City and County of San Francisco also prohibits discrimination on the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status).

SFMTA does not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this program with respect to individuals in the groups or categories or having the characteristics listed above.

SFMTA has signed the federal assurances regarding non-discrimination required under 49 CFR Section 26.13.

E. Non-Discrimination in Employment

SFMTA will evaluate the proposer's response to the Questionnaire on Recruitment, Hiring, and Training Practices (SFMTA SBE Form No. 3) to determine whether the proposer is in compliance with the Nondiscrimination Requirements.

Should SFMTA deem it necessary, the SFMTA will seek a written commitment from the Proposer to use good faith efforts to provide equal employment opportunities during the term of the contract. One measure of such a commitment would be comparing utilization of women and minorities with the relevant labor market in order to improve parity between the composition of the Proposer's workforce and the available labor market. The Proposer may be required to provide the SFMTA with the relevant data regarding its labor market.

II. DEFINITIONS

Any terms used in this Program shall have the meaning set forth below:

A. Small Business Enterprise (SBE)

An SBE is a for-profit, small business concern with a three (3) year average gross revenue that do not exceed the thresholds set forth in Section III.B and either: 1) is certified under any of the following programs: the State of California's Small Business Program with the Department of General Services ("State Program"), the City and County of San Francisco's LBE Program ("City Program"), or the California Unified Certification Program ("Federal DBE program"), or 2) has received written confirmation from CCO that it meets the SFMTA's program eligibility requirements.*

**Please note that firms not certified under one of the identified programs must submit a Small Business Verification Form to CCO in order to be determined eligible to meet the SBE Program requirements (i.e., the three-year average gross revenues do not exceed the thresholds in Section III.B). Failure to do so may result in the firm's work not being counted toward the established SBE goal. In addition, professional services firms certified under the State Program should contact CCO in order to verify that their three-year average gross revenues do not exceed the appropriate size standard for the type of work the firm seeks to perform.*

Contact Sheila Evans-Peguese at sheila.evans-pequese@sfmta.com or (415) 701-4436 to obtain a Small Business Verification Form.

B. Contractor

The term "Contractor" includes consultants.

III. SBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. SBE Participation Goal

The Contract Compliance Office has established an SBE participation goal of 15% for this Contract. This SBE goal will apply to the following types of contracts or scope of work in the contract: Automotive Repair; Support Activities for Rail Transportation; Railroad Rolling Stock Manufacturing; General Freight Trucking; Hazardous Waste Collection, Trucking; Remediation; Testing Labs; Computer Programming and Design; Architecture & Engineering Services; Surveying and Mapping; Drafting (design services); Landscape Architecture; Building Inspection; Machinery and Equipment Rental (construction); Merchant Wholesalers, Durable Goods; Public Relations; Administrative Services; and Telecommunications (SBE Work).

To be determined responsive, a proposer must demonstrate in its submittal that it will meet this goal in the performance of this Contract; or if it is unable to meet the goal, the proposer must submit documentation (SFMTA SBE Form No. 2 – SBE Consultant/Subconsultant – Good Faith Efforts) with its proposal that it performed good faith efforts, prior to submission of the bid or proposal, to meet this goal. A proposer that is not responsive shall be ineligible for award of the contract.

If no goal has been set for this Contract, SFMTA encourages proposer to use good faith efforts to solicit SBEs for this contract if available.

NOTE: Website links for finding Certified DBEs/SBEs/LBEs:

- Certified Disadvantaged Businesses Enterprises (“Federal DBE Program”) http://www.dot.ca.gov/hq/bep/find_certified.htm
- Certified Small Businesses Enterprises (“State Program”) <http://www.bidsync.com/DPXBisCASB>
- For Certified SF GSA Local Business Enterprises (“City Program”) http://mission.sfgov.org/hrc_certification/

Contact Sheila Evans-Peguese at (415) 701-4436 should you need assistance with accessing the databases.

B. SBE Income Thresholds For Certain Types of Contracts

The total average gross revenue thresholds for the past three years must not exceed the current SBA business size standard appropriate to the type(s) of work the firm seeks to perform as set forth below. Even if it meets the appropriate SBA size standard, a firm is not eligible if it (including its affiliates) has had average annual gross receipts over the firm's previous three fiscal years, in excess of \$26.29 million.

1.	Engineering Services	\$16.5 Million
2.	Surveying and Mapping	\$16.5 Million
3.	Public Relations Agencies	\$16.5 Million
4.	Drafting	\$8.0 Million
5.	Architectural Services	\$8.0 Million
6.	Merchant Wholesalers	\$26.29 Million

and no more than 150 employees

The proposer must collect and submit to SFMTA with its proposal the SBE Consultant/Joint Venture Partner/Subconsultant Gross Revenue Declaration(s) (SFMTA SBE Form No. 2B) from all potential SBE participants listed on its SFMTA SBE Form No. 1. Each SBE must declare that its total average gross revenues for the past three years are equal to or below the income threshold for that specific category of the contract.

For more information about SBA size standards or if your firm's work category does not appear on the list above, please contact CCO or refer to the SBA's webpage: <http://www.sba.gov/content/table-small-business-size-standards>

C. SBE Participation

The SFMTA requires the prime contractor to make every good faith effort to include SBEs to perform meaningful work in all aspects of the project. To accomplish these efforts, the following guidance is provided:

1. Nature of SBE Participation

SBE participation includes contracts (other than employee contracts) with SBEs for any goods or services specifically required for the completion of the SBE Work. An SBE may participate as a prime contractor, subcontractor, joint venture partner with a prime contractor, or a supplier of other services, e.g., machinery/equipment rental, to fulfill the SBE goal for the SBE Work.

2. Function

An SBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing and supervising the work. However, an SBE may contract out a portion of the work if it is considered to be a normal industry practice. If an SBE consultant subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the SBE shall be presumed not to be performing a commercially useful function.

3. Determining the Amount of SBE Participation

The prime contractor shall determine the amount of SBE participation for each SBE performing work on the contract in terms of both the total value of the individual SBE work in dollars and the percentage of the total contract bid price for the SBE Work. The prime contractor shall achieve the SBE participation goal specified for the entire SBE Work, including any amendments to the SBE Work.

a. SBE Prime Consultant

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Prime Consultant.

b. SBE Subconsultant

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work (except for materials and supplies purchased or leased from the prime contractor or supplier) and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE subconsultant to another firm as SBE participation by said SBE subconsultant. If the work has been subcontracted to another SBE, it will be counted as SBE participation by that other SBE.

c. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

d. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly bought, kept in stock and sold or leased to the public in the usual course of business. This applies whether an SBE is a prime contractor or subcontractor/subconsultant.

e. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

f. Materials or Supplies

Count expenditures with SBEs for materials or supplies toward SBE goals as provided in the following:

- (1) If the materials or supplies are obtained from an SBE manufacturer, count 100 percent of the cost of the materials or supplies toward SBE goals
- (2) For purposes of this paragraph (f)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (3) If the materials or supplies are purchased from an SBE regular dealer, count 60 percent of the cost of the materials or supplies toward SBE goals.
- (4) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the material, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

D. Meeting the SBE Participation Goal

By submitting **SFMTA SBE FORM No. 1 – CONSULTANT/JOINT VENTURE PARTNER AND SUBCONSULTANT PARTICIPATION REPORT**, a proposer certifies that it is committed to using the identified SBEs in the performance of the contract. Detailed instructions for completing this and other required forms are found in Part VI.

E. Submission of Certification for SBEs

1. Prime contractors and subcontractors must be either be: 1) certified under the State Program, City Program, or the Federal DBE Program, or 2) determined eligible by CCO on the **proposal/bid due date** to qualify to meet the SBE goal. Firms may obtain information on how to become certified as SBEs from either SFMTA or from the State or City at the following addresses:

Federal DBE Program, or general information about the other programs and assistance with accessing the databases:

San Francisco Municipal Transportation Agency (SFMTA)
Contract Compliance Office
One South Van Ness Avenue, 6th Floor

San Francisco, California 94103
(415) 701-4436
Attn: Sheila Evans-Peguese, CCO Certification Unit

Firms that wish to be certified as DBEs can obtain DBE certification applications from SFMTA at the above address. Completed DBE certification applications can be returned to SFMTA or another certifying agency. Certification applications can be obtained by downloading from website by calling (415) 701-4436 or by going to the following website: <http://www.dot.ca.gov/hq/bep/ucp.htm>. A list of certifying agencies is provided on the DBE certification application.

State Program:

California Department of General Services
Office of Small Business and DVBE Services, Room 1-400
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4940
<http://www.pd.dgs.ca.gov/smbus/certapps.htm#RenReq>

City Program:

General Services Agency
Contract Monitoring Division
30 Van Ness Ave., Suite 200
San Francisco, CA 94102
Attn: Certification Unit
(415) 581-2310
<http://sfgsa.org/index.aspx?page=5356>

2. Project by project certification will not be required; however, if the status of the SBE changes during the certification period, the certification may no longer be valid. In such cases, a newly completed certification application should be submitted.

F. DBE Financial Institutions

The SFMTA encourages prime contractors and subcontractors to use the services of DBE financial institutions. For a current list of DBE financial institutions in the SFMTA's geographic area, please contact the SFMTA's Contract Compliance Office.

IV. TRAINEES – San Francisco Municipal Transportation Agency (SFMTA) Employment Training Program

- A. The SFMTA requires all consultants to comply with the SFMTA Employment Training Program which fosters employment opportunities for economically disadvantaged individuals. Consultants are required to notify the SFMTA of all open, entry-level positions and consider all program referrals fairly and equally. In addition, the City requires consultants to hire a minimum number of professional service trainees in the area of the consultant's expertise. Trainees shall be obtained through the City's First Source Hiring Program 'One Stop Employment Center', which works with various employment and job training agencies/organizations or other employment referral sources.

Number of Trainees	
Project Fees	To Be Hired
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in consultant fees, add one additional trainee)	

- B. The intent of this Trainee Program is to provide technical training and job opportunities in a professional office environment for economically disadvantaged individuals as on-the-job trainees. These training opportunities will be executed through the duration of this contract. In hiring prospective trainee, the Consultant shall comply with the non-discrimination provisions pursuant to local, state and federal laws.
- C. Trainees shall be obtained through First Source Hiring Program. Outreach should be done to include individuals from the communities that have experienced high rates of unemployment. A list of the designated resources may be obtained from SFMTA.
- D. The Trainee Program consists of participation of individuals as on-the-job trainees based on the project cost. The trainee program will be implemented by the Consultant for this project. The individuals will be hired as regular employees of the firms(s) and shall receive any benefits that they may be entitled to under State labor laws.
1. The trainee must be hired in a discipline related to Architectural and Engineering services or meaningful support or technical position by the Consultant.
 2. No existing employee may be counted towards meeting the trainee goal. However, the new trainees can be part of the pool of new employees that the Consultant may have to hire anyway for a new project of this magnitude and therefore need not be an “extra” cost to the Consultant or to the City.
 3. The Consultant may utilize trainees on other projects it has within San Francisco Bay Area, where trainees can execute work for other projects after the effective date of the Notice to Proceed.
 4. The Consultant is responsible for providing On-The-Job Training (OJT). The Consultant shall hire the trainee on a full-time basis for at least 12 months or on part-time basis for 24 months, offering him/her OJT, which allows the trainee to progress on a career path. The Consultant may hire the trainee(s) for the duration of the project.
 5. The Consultant should submit to SFMTA for approval a job description and summary of the training program for each trainee, with the proposed rate of pay (commensurate with the job requirements).
 6. A trainee qualified in this program is defined as a socially and economically disadvantaged individual who:
 - a. Is unemployed, has a history of unemployment, or who is currently in a job training program; and

- b. Will receive training in a non-trade discipline associated with the Architectural and Engineering industry.
7. The term “socially and economically disadvantaged individual” shall have the meaning, as the term is defined in 49 CFR Section 26.5, and shall also include persons with disabilities.
8. The Consultant shall provide the necessary tools and/or office equipment (i.e., computers, desks and chairs) for trainees to perform the assigned duties. The Consultant shall provide travel costs if the individual has to travel 50 miles or more from his/her assigned work site for the purpose of getting the job done.
9. The Consultant shall design a training program specifically for the trainee. The program shall include, but not be limited to company’s personnel policy procedures manual, benefit package and OJT duties and responsibilities. The trainees are not permitted to work in trade positions performing covered work.
10. The Consultant can replace a trainee if there is documentation to demonstrate that the trainee did not perform satisfactorily the key requirements as identified in the job descriptions. The Consultant can apply the time accumulated by the original trainee toward satisfying the contract requirement.
11. The Consultant shall provide SFMTA within thirty (30) working days of Notice to Proceed, the following information in order to expedite time in securing the appropriate person to participate during the project.
 - a. Indicate number of trainees to be hired. The hiring of trainees can be phased in over a period of time.
 - b. Provide the name and telephone number of Consultant’s contact person.
 - c. The Consultant shall provide a job description used to recruit the trainee(s). Indicate the specific skills/disciplines for the job.
 - d. A college degree is not a requirement for a trainee and the job description should so indicate.
- E. The Consultant shall submit to SFMTA on a monthly basis a Workforce information report on the status of the trainees.
- F. The SFMTA Contract Compliance Office will monitor the contract trainee requirements for compliance.
- G. The Consultant agrees that the City may withhold pending and future progress payments should the Consultant not demonstrate good faith efforts toward satisfying the required number of trainee hours.
- H. The Consultant Team is responsible for sponsoring the trainee(s). Each team member’s contribution toward the cost of a trainee should be based on the contract percentage amount received.

V. EVALUATION OF PROPOSALS

A. CCO Evaluation

As stated in Section III. A., above, a proposer that fails to demonstrate that it achieved the contract-specific SBE participation goal or fails to demonstrate that it made good faith efforts prior to submission of the proposal to meet the goal shall be deemed non-responsive. A proposer found to be non-responsive shall be ineligible for award of the contract.

1. Evaluation of Proposals

After the receipt of proposals, CCO shall evaluate all proposals with regard to the SBE requirements. Should CCO determine that additional information is needed to evaluate a Proposer's submission, CCO shall request said proposer or listed SBE to submit the required information, which shall be due within five (5) days of the request.

2. Determination of Amount of SBE Participation

CCO shall review the total dollar value of the work and the percentage of the total contract bid price reported on the Proposer's Consultant/Joint Venture and Subconsultant Participation Report (SFMTA SBE FORM No. 1) for accuracy and shall compare it to the contract-specific goal, if any, established for the contract.

3. Evaluation of SBE Certification Status

SFMTA requires that any SBEs listed by Proposers for participation in the contract be either: 1) certified by the proposal due date, or 2) verified to be eligible by CCO in writing by the proposal due date. CCO shall review the Proposer's Consultant/Joint Venture and Subconsultant Participation Report (SFMTA SBE FORM No. 1) to confirm the certification status of each SBE. The SFMTA will accept current certifications by (a) SFMTA and other DOT recipients in California authorized under the federal DBE regulations; (b) the State Program, or (c) the City Program.

The SBE consultant and listed SBE subconsultants or suppliers must declare under penalty of perjury under the laws of the State of California that its total average gross revenues for the past three years are equal to or below the income thresholds set forth in Section III.B (see SFMTA SBE FORM No. 2B).

4. Good Faith Efforts

If the amount of SBE participation does not meet the SBE goal, CCO shall review the good faith efforts report (SFMTA SBE Form No. 2) submitted by the Proposer with its proposal. A Proposer must submit a report explaining the steps taken and the reasons the efforts were not successful to obtain SBE participation. CCO shall determine whether, prior to submission of the proposal, the Proposer has performed the quality, quantity and intensity of efforts that demonstrate a reasonably active and aggressive attempt to meet the established SBE goal.

Proposers must submit the SBE Consultant/Subconsultant Participation – Good Faith Efforts Form (SFMTA SBE Form No. 2) with its proposal. Even if Proposers'

SFMTA SBE Form No. 1 indicates the SBE goal has been met, Proposers should still submit SFMTA SBE Form No. 2 to protect their eligibility for the contract. This is because SFMTA's Contract Compliance Office may determine that Proposers have not met the goal for various reasons, e.g., if an SBE subconsultant submitted by the prime consultant was not properly certified on the proposal due date. In these cases, SFMTA's SBE Form No. 1 will not normally provide sufficient information to demonstrate that the Proposer made good faith efforts.

The following is a list of types of actions that the Proposer should consider as part of its good faith efforts to obtain SBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified SBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the SBEs to respond to the solicitation. The Proposer must determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.
- b. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goal(s) will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
- c. Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d.
 - (i) Negotiating in good faith with interested SBEs. It is the Proposer's responsibility to make a portion of the work available to SBE subconsultants and suppliers and to select those portions of the work of material needs consistent with the available SBE subconsultants and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBEs to perform the work.
 - (ii) A Proposer using good business judgment would consider a number of factors in negotiating with subconsultants, including SBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a Proposer's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.
- e. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations, or associations

and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.

- f. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- g. Effectively using the services of available small business community organizations; small business consultants' groups; local, state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.

B. Recommendation for Award of Contract

1. SFMTA CCO's Recommendation for Award

CCO shall review all of the information submitted by Proposers to determine a recommendation to the Director of Transportation for award of the contract to the highest-ranked proposer. The Proposer shall cooperate with CCO if a request for additional information is made during this evaluation process.

Following the determination of the highest-ranked Proposer, CCO will prepare a report on the Proposer's compliance with the SBE Program requirements for submission to the SFMTA Board of Directors or other awarding authority.

2. Bidder's Right to Administrative Reconsideration

In the event that CCO determines that the apparent low bidder or highest-ranked Proposer has not met the SBE participation goal and has not demonstrated good faith efforts, CCO will notify the bidder or Proposer in writing. The notification shall include the reasons for the determination. The notification shall also inform the bidder or proposer of its right to submit further written documentation or seek reconsideration from the Director of the City and County of San Francisco's Contract Monitoring Division (CMD) or their designee ("the Appellate Official"). Prior to the time that a recommendation for award of the contract is made by CCO, the Appellate Official shall provide the bidder or proposer with a written decision regarding its request for reconsideration.

In the event that the Appellate Official finds that the bidder or Proposer has not met the SBE participation goal or demonstrated good faith efforts, CCO will deem said bidder or proposer not responsive and evaluate the second-ranked bidder or proposer. The decision of CCO, or the Appellate Official, if the matter is appealed, shall be administratively final as to the SBE issue.

C. Successful PROPOSER

1. Contract Assurances

The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The Contractor and its subcontractors shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.

2. Substitution of Subconsultants and Suppliers

The Consultant shall not terminate an SBE subconsultant or supplier without CCO's prior written consent. Before transmitting a request to terminate and/or substitute an SBE subconsultant or supplier, the Consultant must give notice in writing to the SBE, with a copy to CCO, of its intent to request to terminate and/or substitute, and the reason for the request. The Consultant must give the SBE five days to: (1) respond to the notice and (2) provide the reasons why, if any, the SBE objects to the proposed termination/substitution. The Consultant must make good faith efforts to find another SBE subcontractor to substitute for the original SBE. Substitution of an SBE may also have to be approved by the SFMTA Board of Directors.

3. Addition of Subconsultants and Suppliers

The Consultant shall notify CCO prior to any addition of an SBE or non-SBE subconsultant or supplier to the project. Submit SBE SFMTA Form No. 4 for each new SBE subconsultant or supplier. Any new SBE subconsultant or supplier approved by CCO also must submit SFMTA SBE Form No. 5.

4. Prompt Payment to Subconsultants

In accordance with SFMTA's SBE Program, no later than three (3) working days from the date of Consultant's receipt of progress payments by the City, the Consultant shall pay any subconsultants for work that has been satisfactorily performed by said subconsultants, unless the prime consultant notifies CCO Director in writing within 10 working days prior to receiving payment from the City that there is a bona fide dispute between the prime consultant and the subconsultant. Within five days of such payment, Consultant shall submit satisfactory evidence that it has promptly paid subconsultants for the work they have performed electronically via the B2GNow System. Failure to provide such evidence shall be cause for City to suspend future progress payments to Consultants.

Consultant may withhold retention from subconsultants if City withholds retention from Consultant. Should retention be withheld from Consultant, within thirty (30) days of City's payment of retention to Consultant for satisfactory completion of all work required of a subconsultant, Contractor shall release any retention withheld to the subconsultant. Satisfactory completion shall mean when all the tasks called for in the subcontract with subconsultant have been accomplished and documented as required by City.

If the Consultant does not pay its subconsultant as required under the above paragraph, it shall pay interest to the subconsultant at the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure.

5. Reporting Requirements

The Consultant shall maintain records of all SBE participation in the performance of the contract, including subcontracts entered into with certified SBEs and all materials purchased from certified SBEs. The Consultant shall supply CCO with copies of all contracts with SBE and non-SBE subcontractors and suppliers.

The Consultant shall submit SBE participation reports to SFMTA on a monthly basis, or as otherwise directed by CCO. The reports shall identify the name and address of each SBE performing work on the project, and show the total dollar amount requested for payment and the total dollar amount actually paid to each SBE. Within 30 days of completion of the Contract, or as otherwise directed by CCO, the Consultant shall submit a final summary SBE report to CCO.

D. Administrative Remedies

1. Monitoring SBE Participation

CCO will monitor and track the actual SBE participation through consultant and subconsultant reports of payments, site visits and other appropriate monitoring. CCO will ensure that SBE participation is counted towards contract goal(s) and the overall annual goal in accordance with the Regulations.

CCO will require prime consultants to maintain records and documents of payments to SBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of SFMTA or DOT. This reporting requirement also extends to any certified SBE subconsultant.

CCO will keep a running tally of actual payments to SBE firms for work committed to them at the time of Contract Award.

CCO will perform interim audits of contract payments to SBEs. The audit will review payments to SBE subconsultants to ensure that the actual amount paid to SBE subconsultants equals or exceeds the dollar amount stated in the schedule of SBE participation.

2. Enforcement Mechanisms

SFMTA will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the Program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Section 26.109. Consultant may also be subject to penalties and/or a debarment action under the San Francisco Administrative Code. Failure to comply with the requirements of the SBE Program constitutes a material breach of contract and will be grounds for termination of the contract. Funds may also be withheld under the Contract pending investigation of a complaint of violation of the SBE Program.

E. CONFIDENTIALITY

SFMTA will safeguard from disclosure from third parties information that may reasonably be regarded as trade secrets, consistent with federal, state, and local laws. Notwithstanding any contrary provisions of state or local law, SFMTA will not release personal financial information submitted in response to the personal net worth requirement to a third party other than DOT without the written consent of the person submitting the information.

VI. SUBMISSION OF FORMS AND INSTRUCTIONS

A. Required Forms

PROPOSERS ARE WARNED that failure to comply with the requirements for submission of forms, within the times prescribed, may RESULT IN REJECTION OF THE PROPOSAL, unless a later time is authorized by CCO. The following forms are included in the RFP:

	FORMS SUBMITTED WITH PROPOSAL	
SFMTA SBE Form No. 1	Consultant/Joint Venture Partner and Subconsultant Participation Report	SBE – 20
SFMTA SBE Form No. 2	SBE Consultant/Subconsultant – Good Faith Efforts	SBE – 21
SFMTA SBE Form No. 2A	Bidders List	SBE – 23
SFMTA SBE Form No. 2B	SBE Consultant/Joint Venture Partner/Subconsultant Gross Revenue Declaration	SBE – 24
SFMTA SBE Form No. 3	Questionnaire on Recruitment, Hiring, and Training Practices for Consultants	SBE – 26
SFMTA SBE Form No. 4	Subconsultant Participation Declaration	SBE – 32
SFMTA SBE Form No. 5	Small Business Enterprise Acknowledgment Declaration	SBE – 33
SCHEDULE B	Joint Venture Participation Form	Contact CCO if needed.
	FORMS SUBMITTED POST AWARD	
SFMTA SBE Form No. 6	Progress Payment Report	SBE – 35
SFMTA SBE Form No. 8	Declaration – Modification of Professional Service Contracts	SBE – 39
SFMTA SBE Form No. 9	Consultant Exit Report and Declaration	SBE – 41

Note: The following instructions are included for the convenience of proposers in preparing their proposals and for consultants to monitor SBE participation appropriately. If there are any conflicts between these instructions and the provisions elsewhere in the specifications or with federal, state, or city statutory requirements, the latter will prevail.

B. FORMS SUBMITTED WITH PROPOSAL:

The following forms must be executed in full and submitted with the proposal package, or as otherwise specified; if not, the proposal may be rejected.

SFMTA SBE FORM No. 1 – CONSULTANT/JOINT VENTURE AND SUBCONSULTANT PARTICIPATION REPORT

All proposers are required to complete this form and include the names of the SBEs being used, **as well as lower-tier SBEs**, a description of the work they will perform, the services or supplies which will be provided by each and the dollar value of each SBE transaction.

This completed form must be submitted with the proposal or the proposal shall be rejected.

SFMTA SBE FORM No. 2 – SBE CONSULTANT/SUBCONSULTANT PARTICIPATION – GOOD FAITH EFFORTS

Each Proposer shall submit with its proposal a written report (SFMTA SBE Form No. 2) with supporting documentation covering all actions taken by the proposer to meet the SBE goal prior to the submittal of the proposal. This form must be submitted regardless whether or not the proposer's Consultant/Joint Venture and Subconsultant Participation Report (SFMTA SBE Form No. 1) indicates that the SBE goal has been met. If CCO requires further information following its review of the report, the proposer shall submit such information within five days of the request.

SFMTA SBE FORM No. 2A – BIDDERS LIST

Pursuant to 49 CFR Section 26.11, SFMTA will create and maintain a “Bidders List” consisting of all firms bidding or quoting on prime contracts and bidding, or quoting on subcontracts on DOT-assisted projects. For every firm, the following information will be included: firm name, firm address, firm status as a DBE or non-DBE, the age of the firm, and the annual gross receipts of the firm.

All proposers shall complete the “Bidders List” to the maximum extent feasible, supplying the requested information on **all firms** quoting on this contract (including the proposer submitting the form).

SFMTA SBE FORM No. 2B – SBE CONSULTANT/JOINT VENTURE PARTNER/SUBCONSULTANT – GROSS REVENUE DECLARATION

An SBE consultant/joint venture partner and listed SBE subconsultants or suppliers, including lower tier subconsultants or suppliers, must complete this form. The prime shall collect the completed forms and submit them with its proposal on the proposal due date. The SBE consultant and listed SBE subconsultants or suppliers will need to submit this form declaring, under penalty of perjury, that their total average gross revenues for the past three years are equal to or below the applicable income thresholds for the specific category of the contract (see Section III.B, above).

SFMTA SBE FORM No. 3 – QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR CONSULTANTS

To be completed by Proposers, joint venture partners and subconsultants.

SFMTA SBE FORM No. 4 – SUBCONSULTANT PARTICIPATION DECLARATION (to be submitted by the prospective prime consultant and subconsultant, as appropriate):

To confirm and identify the use of SBEs, all Proposers shall submit a completed SFMTA SBE FORM No. 4, with the proposal, unless a request for an extension of time is granted by CCO.

Subconsultants using SBEs as lower tier subconsultants, suppliers or service agents shall also submit SFMTA SBE FORM No. 4. The form shall be submitted with the proposal unless an extension of time is granted by CCO.

SFMTA SBE FORM No. 5 – SMALL BUSINESS ENTERPRISE ACKNOWLEDGEMENT DECLARATION (to be submitted by each listed SBE consultant)

Every listed SBE subconsultant or supplier, including lower tier subconsultants, must submit the completed declarations to the proposers. The proposers shall submit the completed declarations to CCO with the proposal unless an extension of time is granted by CCO.

Schedule B – Joint Venture Participation Form (If applicable)

Joint Ventures formed at either the prime consultant level or subconsultant level must submit a Joint Venture Participation Form (Schedule B) plus a joint venture agreement. To obtain this form, please contact CCO.

C. ITEMS SUBMITTED AT POST AWARD

SFMTA SBE FORM NO. 6 – PROGRESS PAYMENT REPORT

This form shall be completed by Consultant, including each joint venture partner, if applicable, and submitted to the Project Manager (copy to CCO) with its monthly progress payment applications after award of Contract. Consultants must provide complete information and documentation on SFMTA SBE FORM No. 6 for the immediately preceding period for SBE joint venture partners and all subconsultants that are utilized on the Contract.

C. SUBCONSULTANT PAYMENT

The Consultant shall pay its subconsultants for work that has been satisfactorily performed no later than three (3) days after the Consultant's receipt of progress payments from the SFMTA. Within five (5) working days of such payment, Consultant shall submit satisfactory evidence that it has promptly paid subconsultants for the work they have performed electronically via the B2GNow System. Failure to provide such evidence shall be cause for the City to suspend progress payments to the Consultant.

☐ **SFMTA SBE FORM No. 8 – DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICES CONTRACTS**

Consultant shall complete this form when processing all modifications, supplements or change orders that cumulatively increase the original amount of the contract. All prime consultants, individual joint venture partners, subconsultants and any other vendors participating in the modification must be listed.

☐ **SFMTA SBE FORM No. 9 – CONSULTANT EXIT REPORT AND DECLARATION**

Consultant, including all joint venture partners, if any, shall complete SFMTA SBE FORM No. 9 and submit it to the Project Manager (copy to CCO) with its final progress payment application. Consultant must provide complete and accurate information on SFMTA SBE FORM No. 9 and have it executed by all SBE joint venture partners and all subconsultants.

SFMTA SBE FORM No. 1 – CONSULTANT/JOINT VENTURE PARTNER AND SUBCONSULTANT PARTICIPATION REPORT

PROPOSER: _____

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	SBE (OWNERSHIP)		NON-SBE (OWNERSHIP)		SCOPE OF WORK & CERTIFICATION TYPE & CERT. NO.	ANTICIPATED PERCENTAGE AND/OR \$ AMOUNT OF PARTICIPATION
	MALE	FEMALE	MALE	FEMALE		
_____ Name & Signature: Authorized Officer of Consultant					Total SBE (Male)	
					Total SBE(Female)	
Print or Type Name:					Total Non-SBE (Male)	
Date:					Total Non-SBE(Female)	
					TOTAL % AND/OR \$:	

SFMTA SBE FORM No. 2

SBE CONSULTANT/SUBCONSULTANT PARTICIPATION – GOOD FAITH EFFORTS

This form must be completed and submitted along with compelling documentation detailing the good faith efforts made to meet the SBE participation goal if the information submitted on SFMTA SBE Form No. 1 indicates that the SBE goal has not been met.

If the SBE participation goal is not met, and if this form, along with compelling documentation detailing the good faith efforts made to meet the goal, is not completed and returned with the proposal, **the proposal shall be deemed non-responsive and rejected.**

Even if proposers' SFMTA SBE Form No. 1 indicates the SBE goal has been met, proposers should still submit the following information to protect their eligibility for the contract. This is because SFMTA's Contract Compliance office may determine that proposers have not met the goal for various reasons, e.g., if an SBE subconsultant submitted by the prime consultant was not SBE/DBE/LBE certified on the proposal due date. In these cases, SFMTA's SBE Form No. 1 will not normally provide sufficient information to demonstrate that the proposer made good faith efforts.

Contract Name: _____ **Contract Number:** _____

Proposer's Name: _____

Please supply information regarding the following:

1. Attending any presolicitation or proposal meetings scheduled by the awarding department to inform all proposers of SBE Program requirements for the project for which the contract is awarded.

2. List below the names and dates of all certified SBEs solicited by direct mail for this project or print out a list of SBE contacted via the States' SBE website, City's GSA website, or UCP DBE website. List the dates and methods used for following up initial solicitations to determine with certainty whether the SBEs were interested. Attach copies of letters and supporting documentation.

3. Summarize below the items of work for which the Proposer requested subconsultant services supplied by SBEs, the information furnished interested SBEs regarding work requirements and any breakdown of tasks into economically feasible units to facilitate SBE participation. Where there are SBEs available for doing portions of the work normally performed by the proposer with its own staff, the proposer will be expected to make portions of such work available for SBEs.

SUBMIT WITH PROPOSAL

- 4. List below the names of SBEs solicited for any of the work indicated above and which were not utilized, and a summary of the proposer’s discussions and/or negotiations with them.
 - a. List the names of rejected SBEs:

 - b. Summarize below discussions and/or negotiations:

- 5. List the names of subconsultants that were selected over the rejected SBEs listed above and the reasons for that choice.

- 6. Summarize below assistance that the Proposer has extended to rejected SBEs identified above to remedy the deficiency in their sub-proposals.

- 7. If insurance is a reason for rejecting any potential SBE, a complete explanation must be provided as follows.
 - a. List the names and phone numbers of insurance firms contacted by the proposer and/or other involved parties:

 - b. List the names and phone numbers of public assistance agencies contacted and their responses (for example, the City’s Bonding and Insurance Assistance Program):

NOTE: Use additional sheets of paper if necessary. Appropriate documentation such as copies of newspaper ads, letters soliciting bids, & telephone logs should accompany this form.

Signature

Date

Name of Firm (print)

Name and Title (print)

Address

Phone Number

Email

END OF FORM No. 2

SFMTA SBE FORM No. 2A

BIDDERS LIST

Supply the following information for all firms bidding or quoting on this contract. If any information is not included, specify reason why you could not obtain the information. Use additional sheets if necessary.

PROPOSER'S NAME: _____

Name/ Federal I.D. or State I.D. No.	Address	Phone	SBE Certified (CUCP DBE, CITY LBE, STATE SBE)		Yrs. in Business	Annual Gross Receipts of Firm
			Yes	No		

END OF FORM No. 2A

PROPOSER: _____

SFMTA SBE FORM No. 2B

**SBE CONSULTANT/JOINT VENTURE PARTNER/SUBCONSULTANT GROSS REVENUE
DECLARATION**

To be completed by SBE Consultant/Joint Venture Partner/Subconsultant

An SBE consultant and every listed SBE subconsultant or supplier, including lower tier subconsultants, must submit the completed declarations to the Prime Consultant. The Prime Consultant shall submit completed declarations with its proposal to the Contract Compliance Office. In order to be counted towards the SBE goal, the SBE must declare, under penalty of perjury, that its total average gross revenues for the past three years are equal to or below the income threshold for the specific category of the contract.

Contract Number: _____ Contract Title: _____

SECTION I

Name: _____ Vendor Number: _____

Address: _____

Phone: _____ Type of Consultant's License(s): _____ Federal I.D. No.: _____

SECTION II

(Check Ownership and Certification Type check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> DBE (Issued by Calif. Unified Certification Prog.) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> SBE (Issued by Calif. Dept. of General Services) |
| <input type="checkbox"/> Corporation, s-Corp, LLC | <input type="checkbox"/> LBE (Issued by SF General Services Agency) |
| | <input type="checkbox"/> Verified as SBE-Eligible by the SFMTA Contract Compliance Office (Confirmation attached) |

**Income Thresholds For Certain Types of Contracts
(Check category for your business)**

The total average gross revenue for the past 3 years must be equal to or below the following category thresholds:

- | | |
|--|----------------|
| <input type="checkbox"/> Engineering Services | \$16.5 Million |
| <input type="checkbox"/> Surveying and Mapping | \$16.5 Million |
| <input type="checkbox"/> Public Relations Agencies | \$16.5 Million |
| <input type="checkbox"/> Drafting | \$8.0 Million |

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- Architectural Services \$8.0 Million
- Merchant Wholesalers \$26.29 Million
and no more than 150 employees

- Other _____

DECLARATION

The undersigned declares under penalty of perjury under the laws of the State of California that its total average gross revenues for the past three years are equal to or below the income threshold for the category checked above.

Signature

Date

Name of Firm (print)

Name and Title (print)

Address

Phone Number

Email

END OF FORM No. 2B

PROPOSER: _____

SFMTA SBE FORM No. 3

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR
CONSULTANTS

NONDISCRIMINATION REQUIREMENTS

Professional or Technical Services

1. Please complete and return the attached Nondiscrimination Questionnaire, Workforce Data forms and Participation Form with a copy of your entire proposal directly to the awarding Department.
2. Please complete the questionnaire for the office that will ultimately perform the project work.
3. The questionnaire must be completed by:
 - a. All prime consultants
 - b. All joint venture partners and subconsultants
4. Support firms (e.g., printers, photographers, etc.) need not complete any part of the questionnaire.
5. Approved State or Federal Nondiscrimination Programs may be substituted for those items where the information requested in the questionnaire is identical to that contained in the State or Federal Programs.
6. If the questionnaire(s) is/are not correctly and fully completed, SFMTA will not consider your proposal. For firms selected as finalists, all SBEs participating in the project must be certified prior to contract award.

**SFMTA FORM No. 3
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR
CONSULTANTS**

NOTE: The term "minority" refers to the following groups: American Indian or Alaskan Native, Asian or Pacific Islander, African-American, Filipino, and Hispanic.

(Please answer all questions. Use additional sheets if necessary.)

Name of Company: _____

Address: _____

Location of Company Workforce (Check one):

_____ San Francisco

_____ Other Location (provide address):

_____ Street

_____ City State Zip Code

1. Name, title, telephone number of company official at the establishment who is responsible for recruitment and hiring and who will provide information concerning this matter.

2. Name, title, and telephone number of senior managing official at the establishment if not the person named in the answer to question 1.

3. Describe briefly the basic business activity at the establishment (i.e., identify the product produced or the services performed.)

4. Describe briefly how employees at various levels are hired (see Workforce Breakdown #8).
 - A. Technicians and/or others.

SUBMIT WITH PROPOSAL

B. Support Staff (accounting, reception, and clerical).

5. Describe in full, Nondiscrimination programs in the past two years. (Consultants may submit one (1) copy of their Nondiscrimination Program directly to SFMTA Contract Compliance Office, One South Van Ness Ave., 3rd Floor, San Francisco, CA 94103, (415) 701-4443.

-- Participation in training programs.

-- Participation in apprenticeship programs.

-- Participation in any summer hire program or own program.

-- Paid educational leave or tuition to improve skills and level.

-- Participation in scholarship fund.

-- Participation in clerical training programs.

-- Participation in "other" programs.

SUBMIT WITH PROPOSAL

6. If minorities and/or women are underutilized explain steps to ensure the firm is not discriminating.

7. Describe joint ventures or subconsulting arrangements in past projects. If there is a company policy on this issue, include it.

8. Complete workforce breakdown. (Separate form, Page SBE-30.)

- 8a. Hires in last 12 months. (Complete separate form, Page SBE-31.)

SFMTA SBE FORM No. 3

WORKFORCE DATA SPREADSHEET #1

8. Please fill out this workforce breakdown

Name of firm: _____

Address: _____

EMPLOYEE CATEGORIES*	TOTAL EMPLOYEE		AFRICAN AMERICAN		HISPANIC		ASIAN/ PAC. ISL.		AMER. IND./ ALAK. NTV.		TOTAL MINORITY		PERCENTAGE WHITE		PERCENTAGE MINORITY	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials																
Managers																
Professionals																
Technicians																
Admin. Support																
Trainees																
Others																
Full-time																
Part-time																
TOTAL																

COMPLETED BY Name: _____ Title: _____ Date: _____

* If the list of occupations on the left side of the workforce data form does not match your occupation titles, please modify the data form to indicate occupations peculiar to your organization.

**SFMTA SBE FORM No. 3
WORKFORCE DATA SPREADSHEET #2**

8a. Hires in last 12 months

Name of firm: _____

Address: _____

EMPLOYEE CATEGORIES*	TOTAL EMPLOYEE		AFRICAN AMERICAN		HISPANIC		ASIAN/ PAC. ISL.		AMER. IND./ ALAK. NTV.		TOTAL MINORITY		PERCENTAGE WHITE		PERCENTAGE MINORITY	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials																
Managers																
Professionals																
Technicians																
Admin. Support																
Trainees																
Others																
Full-time																
Part-time																
TOTAL																

COMPLETED BY Name: _____ Title: _____ Date: _____

* If the list of occupations on the left side of the workforce data form does not match your occupation titles, please modify the data form to indicate occupations peculiar to your organization

PROPOSER: _____

SFMTA SBE FORM No. 4

SBE SUBCONSULTANT PARTICIPATION DECLARATION

To be submitted by the prospective prime consultant or subconsultant, as appropriate, to the Contract Compliance Office with its proposal, unless an extension of time is requested and granted.

_____,
(Name and Title of Authorized Prime Consultant Representative)

declares as follows: That contingent upon award of _____,
(Name of Contract)

_____ will award subcontracts to or pursue
(Name of Prime Consultant)

orders with the following Small Business firms (if the firm is a joint venture, you must attach a copy of the joint venture agreement):

Name and Address of SBE	Type of SBE Certification	Lic.#	Gender		Ethnicity	Type of Work (Describe)	% and/or \$ Amount of Contract
			M	F			

Total dollar value of SBE work: \$ _____ = _____ % of SBE Participation
 Total dollar value of Proposal Price \$ _____ 100%

I declare under penalty of perjury under the laws of the State of California, that the above information is true and correct.

Owner or Authorized Representative (Signature)

Date

PROPOSER: _____

SFMTA SBE FORM No. 5

SMALL BUSINESS ENTERPRISE ACKNOWLEDGMENT DECLARATION

Every listed SBE subconsultant or supplier (including lower tier subconsultant) must submit the completed declarations to the Prime Consultant. The Prime Consultant shall submit completed declarations with its proposal to the Contract Compliance Office, unless an extension of time is requested.)

_____ declares that
(Small Business Owner or Authorized Representative and Title)

_____ will award a subcontract in the
(Name of Prime Consultant)

amount of _____ [(%) percent and/or (\$) amount], or a purchase order in the amount of

_____ [(%) percent and/or (\$) amount] of the total value of the

prime contract to _____,
(Name of Small Business Firm).

License No. _____, type of SBE Certification: _____.

Nature of work to be performed by SBE: _____

FORM OF OWNERSHIP FOR SMALL BUSINESS ENTERPRISE

Sole Proprietorship _____ Partnership _____ Joint Venture _____

Corporation _____ Limited Liability Partnership _____ Limited Liability Corporation _____

LIST OWNERS

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Percentage of SBE Stockholders: _____

*Ethnic Codes: AI/AN = American Indian or Alaskan Native, A/PI = Asian or Pacific Islander, B = Black, F = Filipino, H = Hispanic, and W = White.

LIST INSURANCE POLICIES AND BONDING ARRANGEMENTS

Name of Policy _____ Party Insured _____

Name of Policy _____ Party Insured _____

Name of Policy _____ Party Insured _____

For Prime Consultants and Subconsultants Only:

List the firm's annual gross receipts for the last three fiscal years:

20_____ \$_____, 20_____ \$_____, 20_____ \$_____

For Suppliers or Manufacturers Only:

List the number of employees for the last three fiscal years:

20_____ Number_____, 20_____ Number_____, 20_____ Number_____

ADDITIONAL SUBCONTRACTING BY SUBCONSULTANTS:

a.____ We will not subcontract any portion of work to another subconsultant.

b.____ We will subcontract _____[% and/or \$ amount] of our work to _____
(Name of Subconsultant)

Indicate owners' ethnicity and gender _____

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct; and that our firm is a certified SBE as defined under the Municipal Transportation Agency's SBE Program.

Signature

Date

Name of Firm (print)

Name and Title (print)

Address

Phone Number

Email

END OF FORM No. 5

**SFMTA SBE FORM No. 6
PROGRESS PAYMENT REPORT**

To be completed by Consultant and submitted to Project Manager with its monthly progress payment application (transmit and copy to all of the following.)

TRANSMITTAL TO: Project Manager

Copy To: Contract Compliance Office

From: Consultant _____

Date Transmitted: _____

PART 1: Fill in all blanks and check the box below.

Contract Number: _____	Contract Title: _____
Reporting Period (Month and Year): _____	
Corresponding Progress Payment No.: _____	
Note: The information submitted on Parts 1 and 2 of this form is accurate for the progress payment period immediately preceding that of the current payment application attached herewith.	
1. Amount of Prime Contract	\$ _____
2. Amount of Amendments and Modifications to Date	\$ _____
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2)	\$ _____
4. Amount Invoiced this Reporting Period	\$ _____
5. Total Amount Invoiced to Date as of Last Progress Payment Request (excluding Line 4)	\$ _____
6. Amount of Progress Payment Requested to Date (Line 4 + Line 5)	\$ _____
7. Percent of Contract Completed (Line 6 ÷ Line 3)	
8. Reporting Period - From (date): _____ To (date): _____	

Consultant, including each joint venture partner, must execute this form.

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name & Title (Print)

Name & Title (Print)

Firm Name Date

Firm Name Date

Telephone Email

Telephone Email

POST AWARD SUBMITTAL

PROGRESS PAYMENT REPORT

PART 2: Provide complete information in the following table for Consultant, each SBE joint venture partner and all subconsultants. Make copies of this sheet as needed. Attach copies of all invoices from subconsultants supporting the information tabulated on this form and Consultant's invoice and Contract Payment Authorization for the immediately preceding progress payment period.

Note: Failure to submit all required information may lead to partial withholding of progress payments. See 49 CFR Sections 26.29, 26.37.

A Name of Firm (List consultant, including each joint venture partner, and all subconsultants, and indicate if firm is an SBE)	B Description of Work	C Amount of Subcontract or Purchase Order	D Amount of Modifications and Amendments to Date	E Current Contract Amount (C + D)	F Amount Invoiced this Reporting Period	G Total Amount Invoiced as of Last Progress Payment Request	H Percent of Contract Completion [F + G] / E
TOTALS							

END OF FORM No. 6

SFMTA SBE FORM No. 8

DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICE CONTRACTS

This section is to be completed by the prime consultant for all modifications to this contract. All prime consultants, individual joint venture partners, subconsultants and any other vendors participating in the modifications must be listed.

CONTRACT NO.:		CONTRACT MOD NO.:
CONTRACT TITLE:		
ORIGINAL AMOUNT:	\$	SBE GOAL:
CONTRACT MODIFICATION AMOUNT:	\$	
CONSULTANT:		
CONTACT PERSON:		PHONE:
ADDRESS:		
CITY:	STATE:	ZIP CODE:

JV/P/S: Indicate if consultant is Joint Venture Partner, Prime or Sub.

JV/P/S	NAME	SERVICES PERFORMED	% of Total Mod	MODIFICATION AMOUNT	% SBE

I declare, under penalty of perjury under the laws of the State of California, that the information contained on this form is true and correct.

Owner/Authorized Representative (Signature)

Date

Owner/Authorized Representative (Print)

Title

POST AWARD SUBMITTAL

Information is needed for each firm listed on Page 1 (prime consultants, joint venture partners, subconsultants and suppliers). Firms that have previously worked on City contracts may already have a vendor number. You may enter the vendor or federal I.D. number instead of completing the rest of the information. Use additional sheets if necessary.

FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	<u>VENDOR NO.:</u>
STATE:		ZIP:	
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:		ZIP:	
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:		ZIP:	
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:		ZIP:	
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:	\$ AMOUNT:		

ETHNIC OWNERSHIP: Asian, Black, Hispanic, Native American, White, Other.

END FORM No. 8

SFMTA SBE FORM No. 9

CONSULTANT EXIT REPORT AND DECLARATION

To be completed by Consultant, including all joint venture partners if any, with its final progress payment application (transmit and copy to all of the following.)

TRANSMITTAL TO: Project Manager

Copy To: Contract Compliance Office

From: Consultant: _____ **Date Transmitted:** _____

Contract Name: _____ **Contract Number:** _____

Consultant must complete SFMTA SBE Form No. 9, Page 2 and have it executed by all SBE joint venture partners and all subconsultants.

Reporting Date: _____

I/We declare under penalty of perjury under the laws of the State of California, that the information on Page 2 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within thirty (30) days after the date of SFMTA's final payment under the Contract.

Consultant, including each joint venture partner, must execute this form.

Owner/Authorized Representative (Signature)
(Signature)

Owner/Authorized Representative

Name & Title (Print)

Name & Title (Print)

Firm Name

Date

Firm Name

Date

Telephone

Email

Telephone

Email

POST AWARD SUBMITTAL

Note: Failure to submit all required information may lead to partial withholds of progress payment. See 49 CFR Sections 26.29, 26.37.

Name of Firm (List Consultant, including each joint venture partner, and all subconsultants, and indicate if the firm is a SBE.)	Description of Portion of Work	Amount of Progress Payments Paid to Date	Amount Owing under the Contract including all Change Orders, Amendments and Modifications	Owner/Authorized Representative Signature (Consultant, including each joint venture partner, and all subconsultants)
TOTALS				

END OF FORM No. 9

5. CITY’S STANDARD FORMS

The requirements described in this Appendix are separate from those described in Appendix A.

A. How to become Eligible to Do Business with the City

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor File Support Division via the San Francisco City Partner website located at <https://sfcitypartner.sfgov.org/>.

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an e-mail notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the San Francisco City Partner website located at <https://sfcitypartner.sfgov.org/>.

D. Vendor Eligibility Forms

<u>Form</u>	<u>Purpose/Info</u>	<u>Routing</u>
CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)	This declaration is required for City vendors to determine if you are required to obtain a Business Registration Certificate.	https://sfcitypartner.sfgov.org/
Declaration of Nondiscrimination in Contracts and Benefits <i>with supporting</i>	This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including	https://sfcitypartner.sfgov.org/

<p>documentation (Form CMD-12B-101)</p>	<p>insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator’s Contract Monitoring Division Equal Benefits web page.</p>	
<p>Vendor Profile Application</p>	<p>Includes New Vendor Number Request Form and IRS Form W-9.</p>	<p>https://sfcitypartner.sfgov.org/</p>

For further guidance, refer to the City’s supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .

XI.3. APPENDIX C: BONDS

1. PROPOSAL BOND (BID BOND)
2. PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

PROPOSAL BOND (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS, that we

_____ (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

_____ (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State
as Surety, herein called the Surety, are held and firmly bound unto

_____ (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

_____ Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid or proposal for

_____ (Here insert full name, address, and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid or proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid or proposal, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20 _____

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the City and County of San Francisco, State of California, has awarded to:

_____ hereinafter designated as the “Principal”, a Contract by COMMISSION RESOLUTION NO. _____, adopted _____, 20__ for:

Mid-Life Overhaul of the 40’ & 60’ Hybrid Electric Coaches and 60’ Electric Trolley Coaches
Contract No. SFMTA-2021-05-FTA

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

_____ as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

(PAYMENT BOND)

_____ and _____

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall become and be null and void. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Surety, for value received, expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:

Dennis J. Herrera
City Attorney

By: _____
Deputy City Attorney

Principal
By: _____

Surety
By: _____

XI.4. APPENDIX D: ATTACHMENT

1. Protest Procedures for Federally Assisted Contracts

APPENDIX D

PROTEST PROCEDURES FOR FEDERALLY ASSISTED CONTRACTS REVISED: AUGUST 2019

The following procedures apply to the receipt, evaluation and determination of Protests challenging the Selection Process leading to the award of a federally funded contract (excluding procurement of rolling stock):

1. **Protest Definition:** A Protest is a written challenge by a Proposer concerning the manner in which the SFMTA has conducted a Selection Process or the selection of one Proposer or Proposal over another. An entity or person that has not submitted a Proposal may not submit a Protest. An objection to the contents or requirements of Proposal Documents is not a Protest (and shall be addressed under other provisions of the Proposal Documents).
2. **Protest Requirements:** A Protest must state with specificity each and every one of the grounds on which the Proposer challenges the Selection Process or the selection of one Proposer or Proposal over another. A 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 evaluate and determine the validity of the Protest.
3. **Protest Deadline:** A Protest must be submitted in writing to the SFMTA fully explaining the nature of the protest. The Protest shall be submitted by the following deadline:
 - a. In the case of a sealed bid, no later than ten Days following the date the SFMTA opens the bids, or
 - b. If the Selection Process requires submission of documents in separate phases (e.g., RFQ/RFP), and a Proposer may be disqualified at the end of a phase prior to award, then a Protest regarding a phase of the Selection Process must be submitted in writing to SFMTA no later than ten Days after the SFMTA issues notice to the Proposers of the results of that phase of the Selection Process.

Nothing in this procedure precludes the SFMTA from continuing with a Selection Process pending the resolution of any Protest.

- 4. Protest Submission:** A Protest must be submitted to the SFMTA Manager identified below with a copy to the SFMTA contact person identified in the SFMTA Proposal Documents:

Trinh Nguyen
Principal Engineer/Manager
FTA Contracts and Procurements
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 6th Floor, Room 6161
San Francisco, CA 94103
Trinh.nguyen@sfmta.com

- 5. Protest Review and Determination:** A designated SFMTA staff person will review any Protest to the extent that it does not relate to SBE or DBE requirements. The SFMTA will provide a written response to each material issue or allegation stated in the Protest and explain the SFMTA's reasons for its decision. To the extent that a Protest makes claims regarding any other Proposer, the SFMTA may solicit a response(s) from that Proposer before issuing its written determination.
- 6. DBE- or SBE-Related Protests:** To the extent that a Protest involves DBE or SBE requirements, the SFMTA contact person identified in the SFMTA Proposal Documents shall forward a copy of the protest to the Contract Compliance Office (CCO) for review. The CCO shall review DBE or SBE requirements for the project, examine whether the protest has merit, and provide a detailed written analysis of the Protest to the designated SFMTA staff person handling the Protest. The CCO may contact the Protestor or any other Proposer or proposed subcontractor as necessary to investigate the Protest.

Where a Protest concerns whether a Proposer has met a DBE or SBE goal or demonstrated good faith efforts in reaching such a goal, the CCO's determination shall be incorporated into the SFMTA staff written determination. When the CCO has determined that a Proposer has failed to meet its goal or make required good faith efforts, the procedures in the Agency's DBE or SBE Program shall govern any request for reconsideration from the Proposer.

- 7. Appeal of Staff Determination:** A Protestor dissatisfied with the SFMTA's written response may appeal that decision to the Director of Transportation no later than five Days following the date the SFMTA staff person issues his or her decision. The Director will review the Protest and the SFMTA staff decision. The Director may, in his or her sole discretion, affirm the staff determination or issue an alternate determination. If not appealed, the SFMTA staff decision is the final administrative determination of the Protest. If the staff decision is appealed, the determination of the Director of Transportation is the final administrative determination of the Protest. This Section does not apply to Protests where the appeal is subject to the Agency's DBE or SBE Program in accordance with Section 6.
- 8. Federal Transit Administration (FTA) Consideration:** The FTA will not substitute its judgment for that of the SFMTA unless the matters at issue involve primarily Federal concerns.

9. Definitions: For purposes of these procedures, the following terms shall have the stated meanings:

- a. Days:** Working days of the City and County of San Francisco (unless otherwise indicated).
- b. Proposal:** An offer to provide goods and/or services submitted in response to an invitation for bids (IFB), a request for proposals (RFP), or a statement of qualifications submitted in response to a request for qualifications (RFQ).
- c. Proposal Documents:** The IFB, RFP or RFQ, and other documents issued by the SFMTA, to advertise or solicit Proposals.
- d. Proposer:** A person or entity that submits a Proposal.
- e. Selection Process:** The SFMTA process to solicit and evaluate Proposers and Proposals, determine whether Proposers are responsible and Proposals are responsive, and select Proposers to negotiate a proposed contract.