

THIS PRINT COVERS CALENDAR ITEM NO. : 10.2

**MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: Finance and Administration

BRIEF DESCRIPTION:

Resolution authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO (or his designee), to accept and expend \$3,000,000 in Transit Security Grant Program funds to create a sustainable effort for the protection of regional transit systems' critical infrastructure from terrorism.

SUMMARY:

- The SFMTA requests authority to accept and expend \$3,000,000 in Transit Security Grant Program (TSGP) funds from the federal Department of Homeland Security (DHS) through the State Administrative Agency, the California Office of Homeland Security (OHS), to ensure a coordinated response and improved capability to detect, prevent, and respond to all possible acts of terrorism.
- Funds will be used to further the implementation of the SFMTA's Transit Security Improvement Plan by improving its existing security system with the procurement and installation of critical security equipment, including but not limited to close circuit television (CCTV) cameras, motion detectors, communications equipment, and security fencing.
- The project is expected to enhance transit security at the SFMTA's bus and rail facilities and facilitate communication and response in an event of an incident.

ENCLOSURES:

1. MTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY _____

ADOPTED RESOLUTION _____ Bob Hom 1 So Van Ness, 7th Flr _____
BE RETURNED TO

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION:

The federal Department of Homeland Security (DHS) has created the Transit Security Grant Program (TSGP). The purpose of the TSGP is to create a sustainable effort for the protection of regional transit systems' critical infrastructure from terrorism, with emphasis on explosives and non-conventional threats that would cause major loss of life and severe disruption of the transit system.

TSGP funding is distributed through designated State Administrative Agencies (SAA). The SAA in California is the Office of Homeland Security (OHS). The TSGP also adds a regional planning element, the Regional Transit Security Working Group (RTSWG), comprised of the SAA, eligible transit systems in the region, and other regional systems. The objective of RTSWG is to coordinate the use of available funds on a regional basis to ensure a coordinated response and improved capability to detect, prevent, and respond to all possible acts of terrorism. In the Bay Area, the eligible members of the RTSWG are the SFMTA, SamTrans, BART, Santa Clara Valley Transportation Authority (VTA), AC Transit and Altamont Commuter Express (ACE).

DHS allocates grant funds through OHS to the various RTSWGs based on federal formulas. The allocation for rail transit funding is based on a formula that includes ridership, track miles, number of stations, and significant threat. The allocation of intra-city bus funding is based on ridership. The Bay Area RTSWG then agrees on how to distribute its allocation to its member agencies. The Bay Area RTSWG has agreed that the SFMTA will receive a total of \$ 3,000,000 (\$2,651,320 for rail and \$348,680 for bus) in TSGP funding through the OHS.

The funds will be used to further the implementation of SFMTA's Transit Security Improvement Plan by improving its existing security system with the procurement and installation of critical security equipment, including but not limited to close circuit television (CCTV) cameras, motion detectors, communications equipment, and security fencing in and around the perimeter of rail yards, subway system, and facilities.

The SFMTA will further the following goals of the Strategic Plan through acceptance and expenditure of these TSGP funds:

- Goal 1 – To provide safe, accessible, reliable, clean and environmentally sustainable service.
Objective 1.1 – Improve safety and security across all modes of transportation

- Goal 5 – To provide a flexible, supportive work environment and develop a workforce that is capable of leading the agency into the ever-evolving technology driven future.
Objective 5.1 – Increase resources available for employees in performing their jobs.
Objective 5.3 – Improve internal communication.

The City Attorney's Office has reviewed this calendar item.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The federal Department of Homeland Security (DHS) has created the Transit Security Grant Program (TSGP) to create a sustainable effort for the protection of regional transit systems' critical infrastructure from terrorism; and,

WHEREAS, As a DHS-designated State Administrative Agency, the California Office of Homeland Security (OHS) has the authority to distribute grant funds to eligible transit agencies through Regional Transit Security Working Groups (RTSWG), created under the TSGP to allocate available funds on a regional basis to ensure a coordinated response and improved capability to detect, prevent, and respond to possible acts of terrorism; and,

WHEREAS, As a member of the RTSWG, the San Francisco Municipal Transportation Agency (SFMTA) participated in the formulation of a regional security plan for the protection of critical assets and mass transportation infrastructure; and,

WHEREAS, The SFMTA is an eligible recipient for assistance under the TSGP; and,

WHEREAS, The SFMTA has applied for and received an award of \$3,000,000 in TSGP funds to purchase and install critical security equipment to enhance the security of Muni's bus and rail system; now, therefore, be it.

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$3,000,000 of TSGP funds to purchase and install critical security equipment to enhance the security of Muni's bus and rail system; and be it further

RESOLVED, That the MTA Board of Directors authorizes the Executive Director/CEO (or his designee) to execute any and all agreements necessary to complete the transfer of funds.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

THIS PRINT COVERS CALENDAR ITEM NO. : 10.3

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: SFMTA Finance

BRIEF DESCRIPTION:

Authorizing SFMTA, through its Executive Director/CEO (or his designee), to accept and expend up to \$642,000 in FY 2008/09 Bicycle Transportation Account Funds and to commit up to \$80,200 in local funds as match per a grant application submitted on December 3, 2007.

SUMMARY:

- The Bicycle Transportation Account ("BTA") is managed by Caltrans and annually awards funds (\$7.2 million for FY 2008/09) competitively to city and county agencies for projects that improve safety and convenience for bicycle commuters.
- The SFMTA requests authority to accept and expend up to \$642,000 in BTA Funds and up to \$80,200 in local match funds for repairing and upgrading pavement along the City's bicycle lanes; designing, procuring, and distributing safety booklets, maps and amenities to support bicycle commuting; and designing, installing, and evaluating in-pavement bicycle counting technology at various locations citywide.
- Because the BTA Program is competitive, \$642,000 is the maximum amount the SFMTA would receive.
- Local match of \$80,200 equaling 11.1% of the total project cost slightly exceeds the 10% requirement. Actual match amount could be lower, but the 11.1% share will not change.

ENCLOSURES: MTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR /CEO

SECRETARY

ADOPTED RESOLUTION Joel C. Goldberg, Grants Procurement Manager

BE RETURNED TO
ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION:

On December 3, 2007, SFMTA staff submitted a request for \$642,000 in State Bicycle Transportation Account ("BTA") Funds to Caltrans. At this time staff is requesting that the SFMTA Board approve the following:

1. That the SFMTA commit up to \$80,200 in local funds as match to the BTA funds; and,
2. That the SFMTA accept and expend any grant funds and local match that may be awarded from this grant process in a timely manner and for eligible purposes.

Local match would likely be provided from State Transportation Development Act Article 3.0 Bicycle / Pedestrian funds or other local accounts over which SFMTA has authority.

SFMTA is an eligible applicant because it has adopted a Bicycle Transportation Plan that both complies with relevant sections of the State's streets and Highways Code and has been approved by the Metropolitan Transportation Commission.

It should be noted that the BTA Program is competitive. In that context, the \$642,000 in BTA Funds requested is the maximum amount the SFMTA would receive. The final amount, and requisite match, will depend on how well the application fares.

The application commits a local match of \$80,200, equal to 11.1% of the total project cost. The actual match amount could be lower, but the 11.1% share will not change.

The scope of the project includes repairing and upgrading pavement along the City's bicycle lanes; designing, procuring, and distributing safety booklets, maps and amenities to support bicycle commuting; and, designing, installing, and evaluating in-pavement bicycle counting technology at various locations citywide. This technology is comparable to Automated Passenger Counter's on MTA buses in that it is invisible to the patron and provides excellent information for planning and analysis.

Elements of this project are not suspended by the injunction; the injunction does not preclude the SFMTA from "approving, implementing or continuing with any on-going maintenance activities of any existing" (facility) or "approving, funding or continuing with any studies, engineering, planning or other administrative work" on items in the Bicycle Plan

The City Attorney's Office has reviewed this calendar item.

Staff recommends that the MTA Board approve the attached resolution authorizing the Municipal Transportation Agency, through its Executive Director/CEO or his designee, to accept and expend up to \$642,000 in BTA funds and up to \$80,200 in local matching funds, for the project requesting FY 2008-09 BTA Program funds.

CONSISTENCY WITH SFMTA 2008-2012 STRATEGIC PLAN

Goal 1: Customer Focus: To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy

Objectives:

- 1.1 Improve safety and security across all modes of transportation
- 1.5 Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)

Goal 2: Customer Focus: To get customers where they want to go, when they want to be there

Objective

- 2.3 Fulfill bicycle and pedestrian network connectivity

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is responsible for the City and County of San Francisco's public bicycling facilities; and

WHEREAS, The SFMTA recently applied for \$642,000 in Fiscal Year 2008-09 State Bicycle Transportation Account (BTA) funds; and

WHEREAS, Local matching funds amounting to 11.1% of the total project cost would come from Transportation Development Act (TDA) Article 3.0 funds or other SFMTA-controlled funds; and

WHEREAS, These BTA funds would be spent in a timely manner and for eligible purposes on repairing and upgrading pavement along the City's bicycle lanes; designing, procuring, and distributing safety booklets, maps and amenities to support bicycle commuting; and, designing, installing, and evaluating in-pavement bicycle counting technology at various locations citywide; now, therefore be it

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend up to \$642,000 in FY 2008-09 Bicycle Transportation Account funds; and be it further

RESOLVED, That the SFMTA Board commits to expending TDA Article 3.0 or other local match funds amounting to 11.1% of the total project cost (not to exceed \$80,200); and be it further

RESOLVED, That SFMTA will expend funds in a timely manner and for eligible purposes mentioned in this Resolution on repairing and upgrading pavement along the City's bicycle lanes; designing, procuring, and distributing safety booklets, maps and amenities to support bicycle commuting; and, designing, installing, and evaluating bicycle counting technology at various locations citywide; and be it further

RESOLVED, That the MTA Board authorizes the Executive Director/CEO (or his designee) to execute agreements and other documents required for receipt of these funds.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

THIS PRINT COVERS CALENDAR ITEM NO. 10.4

MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco

DIVISION: Finance and Administration

BRIEF DESCRIPTION:

Resolution authorizing the San Francisco Municipal Transportation Agency to accept \$92,600 of Transportation Fund for Clean Air Regional funds from the Bay Area Air Quality Management District for the Northpoint Bicycle Lanes Project.

SUMMARY:

- The Bay Area Air Quality Management District (BAAQMD) administers the Transportation Fund for Clean Air (TFCA) Regional Funds Program. Eligible project types for TFCA Regional Funds include projects that reduce emissions from heavy duty engines, implement and maintain local arterial traffic management, and improve bicycle facilities.
- The San Francisco Municipal Transportation Agency (SFMTA) has applied for \$92,600 in TFCA Regional Funds to establish bicycle lanes in both directions on North Point Street between the Embarcadero and Van Ness Avenue.
- This action would authorize the SFMTA to accept the requested TFCA Regional Funds from BAAQMD. Staff would not seek authorization to expend the funds until after completion of the environmental review of the Bike Plan.
- The City Attorney's Office has reviewed this calendar item

ENCLOSURES:

1. MTAB Resolution

APPROVALS:

DATE

**DIRECTOR OF DIVISION
PREPARING ITEM**

FINANCE

EXECUTIVE

DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION

BE RETURNED TO

Leda Young - 1 South Van Ness, 7th Floor

ASSIGNED

MTA

CALENDAR

DATE

EXPLANATION:

This action would authorize the San Francisco Municipal Transportation Agency (SFMTA), through its Executive Director/CEO (or his designee), to accept \$92,600 in Transportation Fund for Clean Air (TFCA) Regional Funds that are administered by the Bay Area Air Quality Management District (BAAQMD). The TFCA Regional Funds are distributed to public agencies to implement projects that reduce air pollution from motor vehicles. Eligible project types for TFCA Regional Funds include projects that reduce emissions from heavy duty engines, implement and maintain local arterial traffic management, and improve bicycle facilities

The requested funds would add bicycle lanes in both directions on North Point Street between the Embarcadero and Van Ness Avenue.

On June 10, 2005, the City adopted the San Francisco Bicycle Plan. On November 7, 2006, the San Francisco Superior Court issued an order granting a petition for peremptory writ of mandate. The order prohibited the City from implementing portions of the Bicycle Plan until environmental review has been completed on the entire Plan, including implementation of bicycle improvements. Until the environmental review process has been completed, the City, including the SFMTA Board, will retain the sole and absolute discretion to: (i) make such modifications to the proposed project as are deemed necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid such impacts; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the proposed project based upon the information generated by the environmental review process.

If the SFMTA Board decides to go forward with the project after completion of environmental review, staff will seek authority from the SFMTA Board to expend the TFCA funds.

The SFMTA will further the following goals of the Strategic Plan through acceptance of these TFCA funds:

- Goal 1 – Customer Focus (To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy.”)

Objective 1.1 – Improve safety and security across all modes of transportation.

Objective 1.5 – Increase percentage of trips using more sustainable modes.

Initiative 1.5 – Complete Bicycle and Pedestrian Master Plan.

- Goal 2 – Customer Focus (To get customers where they want to go, when they want to be there).

Objective 2.3 - Fulfill bicycle and pedestrian network connectivity.

Initiative 2.3 - Complete bicycle and pedestrian master plan.

- Goal 4 - Financial Capacity

Objective 4.2 – Ensure efficient and effective use of resources.

The City Attorney's Office has reviewed this calendar item.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The Transportation Fund for Clean Air (TFCA) Regional Funds Program provides funding to projects that reduce air pollution from motor vehicles as set forth in California Health and Safety Code Sections 44241 and 44242; and

WHEREAS, The Bay Area Air Quality Management District (BAAQMD) is authorized to make funds available from the TFCA Regional Funds Program to eligible projects; and

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is an eligible recipient for assistance under the TFCA Regional Funds Program; and

WHEREAS, The SFMTA has applied for \$92,600 in TFCA Regional Funds to establish bicycle lanes in both directions on North Point Street between the Embarcadero and Van Ness Avenue; and

WHEREAS, Until the environmental review of the City's Bicycle Plan has been completed, the City, including the SFMTA Board, will retain the sole and absolute discretion to: (i) make such modifications to the proposed project as are deemed necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid such impacts; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the proposed project based upon the information generated by the environmental review process; and

WHEREAS, If the SFMTA Board decides to go forward with the project after completion of environmental review, staff will seek authority from the SFMTA Board to expend the TFCA funds; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the San Francisco Municipal Transportation Agency, through its Executive Director/CEO (or his designee), to accept \$92,600 of Transportation Fund for Clean Air Regional Funds from the Bay Area Air Quality Management District; and, be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to furnish whatever additional information may be requested by the funding agency in connection with this request.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco

DIVISION: Finance & Administration

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO, or his designee, to issue the Request for Proposals (RFP) for an Actuarial Study for wages and benefits for SFMTA labor contracts.

SUMMARY:

- Under Section A8.404 of the Charter, the SFMTA on or before the first Monday of August of each year must certify the average of the two highest wage schedules for operators in effect on July 1st of that year for comparable transit operators. Section A8.404 also requires the certification of the economic level of benefits provided to operators in comparison with the same two transit systems and if the amount is determined to be less than the other two systems, SFMTA must contribute the difference to the San Francisco Municipal Railway Trust Fund “the Trust Fund”) administered jointly with the Transit Worker’s Union Local 250-A.
- In the most recent past, the Trust Fund has selected the actuarial firm to conduct this certification.
- Beginning in FY 2007-2008, SFMTA will be selecting the actuarial firm through a formal RFP process in collaboration with the Trust Fund.
- In addition, the scope of the Actuarial Study is to be enhanced to include the current and projected economic level of benefits for all labor contracts for long-term budgeting and risk management purposes. When and if SFMTA desires to issue debt pursuant to Proposition A, this information will be required by the financial community, including rating agencies.
- Finally, the actuarial firm will be asked to assist in costing out provisions of potential bargaining items during negotiations.
- The contract between SFMTA and the selected firm through this Request for Proposal process will have an original term of three years. In addition, SFMTA plans to have two options to extend the term for a period of one year each.

ENCLOSURES:

1. Request for Proposals for FY 2007-2008 Employee Benefits Actuarial Study.

APPROVALS:

DATE

DEPUTY OF DIVISION

PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION

SHOULD BE RETURNED TO: Sonali Bose, Finance & Administration

ASSIGNED MTAB CALENDAR DATE:

EXPLANATION:

Background

Under Section A8.404 of the Charter, the SFMTA on or before the first Monday of August of each year must certify the average of the two highest wage schedules for operators in effect on July 1st of that year for comparable transit operators. Section A8.404 also requires the certification of the economic level of benefits provided to operators in comparison with the same two transit systems and if the amount is determined to be less than the other two systems, SFMTA must contribute the actuarially determined difference to the San Francisco Municipal Railway Trust Fund (“Trust Fund”) administered jointly with the Transport Worker’s Union Local 250-A (“Local 250-A”).

In the most recent past, the Trust Fund has selected the actuarial firm to conduct this certification through an Actuarial Study. Beginning in FY 2007-2008, SFMTA will select the actuarial firm through a formal RFP process in collaboration with the Trust Fund.

In addition, the scope of the Actuarial Study is to be enhanced to include the current and projected economic level of benefits for all labor contracts for long-term budgeting and risk management purposes. Further, when and if SFMTA desires to issue debt pursuant to Proposition A, this information will be required by the financial community, including rating agencies.

This item directly supports Goal 5, Improved Work Environment and Workforce and Goal 4, Improved Financial Stability and all the other Strategic Plan Goals indirectly.

Request for Proposal

The scope of this RFP for the Actuarial Study contains three deliverables:

- First, to compare the wage and benefit schedules provided under the collective bargaining agreement between Local 250 and SFMTA with the average wages and of the two highest wage schedules for transit operators in comparable jurisdiction pursuant to Charter Section A8.404;
- Second, to determine the economic level of wages and benefits for all other negotiated SFMTA labor contracts; and
- Third, to assist in costing out potential items during collective bargaining negotiations to determine the long term liability to the SFMTA.

The contract is for an original term of three years with two one-year options for extensions. The anticipated schedule for selecting a consultant and commencing the contract is as follows:

<u>Phase</u>	<u>Date</u>
RFP Issued	January 23, 2008
Pre-proposal conference	February 6, 2008
Deadline for submission of written questions	February 8, 2008
Proposals due	February 29, 2008
Oral interviews	March 24, 2008
Anticipated contract start date	May 1, 2008

The Selection Panel will consist of SFMTA staff and representatives of Local 250. The City Attorney's Office has reviewed this item.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, Under Section A8.404 of the Charter, the SFMTA on or before the first Monday of August of each year must certify the average of the two highest wage schedules for operators in effect on July 1st of that year for comparable transit operators; and

WHEREAS, Section A8.404 of the Charter also requires the certification of the economic level of benefits provided to operators in comparison with the same two transit systems and if the amount is determined to be less than the other two systems, SFMTA must contribute the actuarially determined difference to the San Francisco Municipal Railway Trust Fund administered jointly with the Transport Worker's Union Local 250-A; and

WHEREAS, When and if SFMTA desires to issue debt pursuant to Proposition A, SFMTA will be required to provide the actuarial liabilities for salaries and benefits for all labor contracts to the financial community, including rating agencies; and

WHEREAS, An actuarial consultant can assist the SFMTA in costing items during labor negotiation discussions; and

WHEREAS, A contract for services for a three-year term with an option to extend for two one-year terms will assist the SFMTA in meeting the above objectives; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO or his designee to issue and advertise a Request for Proposal for Actuarial Study, and be it further

RESOLVED, That the SFMTA Board of Directors delegates to the Executive Director/CEO or his designee the authority to make non-substantive changes or minor edits to the RFP prior to its release, and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO or his designee to negotiate a contract with the prospective contractor selected through the competitive RFP process.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Board

Secretary, Municipal Transportation Agency

Attachment

*San Francisco Municipal Transportation Agency
(SFMTA)*

**Request for Proposals for
Actuarial Study of Wages and Benefits**

CCO No. 08-998

(Draft)

Date issued:	Wednesday, January 23, 2008
Pre-proposal conference:	Wednesday, February 6, 2008, 2:00pm PST
Proposal due:	Friday, February 29, 2008, 5:00pm PST

San Francisco Municipal Transportation Agency (SFMTA)

**Request for Proposals for
Actuarial Study of Wages and Benefits**

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Appendices:

- A. HRC Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts
- B. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
- C. Attestation of Compliance
- D. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- E. Certification Regarding Lobbying
- F. Agreement for Professional Services (Form P-500)
- G. List of Existing Labor Contracts

HRC Forms: visit www.sfhrc.org for Attachment 2, Requirements for Architecture, Engineering, & Professional Services Contracts

HRC Pre-award Forms:

- HRC Contract Participation Form
- HRC “Good Faith Outreach” Requirement Form
- HRC Non-Discrimination Affidavit
- HRC Joint Venture Form
- HRC Employment Form

HRC Post-award Forms:

- HRC Progress Payment Form
- HRC Payment Affidavit
- HRC Exit Report and Affidavit

HRC Contract Amendment, Modification Form

I. Introduction and Schedule

A. Background and Purpose

San Francisco Municipal Transportation Agency (“SFMTA”) is interested in selecting an actuarial firm to conduct actuarial studies of the economic level of annual wages and benefits provided to approximately 5,000 SFMTA employees under labor contracts (“Actuarial Study”). The SFMTA anticipates that the studies will be conducted in accordance with all applicable accounting and financial standards such as GASB 43 and 45 Regulations.

The scope of this contact contains three tasks:

- (1) First, to compare the wage and benefit schedules provided under the collective bargaining agreement between Local 250 and SFMTA with the average wages and of the two highest wage schedules for transit operators in comparable jurisdiction and determine the annual monetary differences;
- (2) Second, to determine the actuarial valuation of wages and benefits for all negotiated SFMTA labor contracts in accordance with all applicable accounting and financial standards such as GASB 43 and 45 Regulations (see Appendix G for list of labor contracts); and
- (3) Third, to assist in actuarial valuations of potential items during collective bargaining negotiations to determine the long term liability to the SFMTA (see Appendix G for list of labor contracts and expiration dates).

Under Section A8.404 of the City Charter, the SFMTA on or before the first Monday of August of each year must certify the average of the two highest wage schedules for operators in effect on July 1st of that year for comparable transit operators. Section A8.404 also requires the certification of the economic level of benefits provided to operators in comparison with the same two transit systems and if the amount is determined to be less than the other two systems, SFMTA must contribute the difference to the San Francisco Municipal Railway Trust Fund administered jointly with Local 250-A (“Local 250-A”).

Employee benefits for Local 250-A are defined as vacation, retirement, and health including dental benefits and the comparison of these amounts to these same amounts for the two most closely comparable metropolitan transit systems is hereinafter to be referred to as the “Dollar Amount Difference”.

In addition, the scope of the Actuarial Study is to include the current and projected actuarial valuation of wages and benefits for all negotiated labor contracts in accordance with all applicable accounting and financial standards such as GASB 43 and 45 Regulations. This will be the first time that this will be completed for the SFMTA separately from the annual valuation completed by the City and County of San Francisco. This separate valuation by SFMTA is required because Proposition A, passed by the voters on November 6, 2006, provides SFMTA the ability to access the financial markets directly.

The consultant will also assist the SFMTA in costing out potential labor contract provisions under discussion during collective bargaining negotiations to determine the long term liability to the SFMTA.

The contract between SFMTA and selected firm shall have an original term of three years. In addition, SFMTA shall have two options to extend the term for a period of one year each, which SFMTA may exercise in its sole, absolute discretion.

B. Schedule

The anticipated schedule for selecting a consultant is:

<u>Phase</u>	<u>Date*</u>
RFP issued	January 23, 2008
Pre-proposal conference	February 6, 2008, 2:00 p.m. PST
Deadline for submission of written questions	February 8, 2008, by 5:00 p.m. PST
Proposals due	February 29, 2008, by 5:00 p.m. PST
Oral interviews	March 24, 2008
Anticipated contract start date	May 1, 2008

* Each Date is subject to change by issuance of an addendum to this RFP.

II. Scope of Work

Annually, the selected firm shall complete a detailed Actuarial Study of the valuation of wages and benefit liabilities based on the provisions of the existing labor contracts in accordance with all applicable accounting and financial standards such as GASB 43 and 45 Regulations. The valuation will be determined for each labor contract separately and for also for each wage type and benefit level as well as for the SFMTA as a whole.

In addition, the selected firm will be responsible for completing a separate report for transit operators in which the selected firm will be required to calculate the fiscal year monetary differences of vacation, health and retirement benefits of SFMTA transit operators compared two other most closely comparable U.S. transit systems to SFMTA.

In the past, Santa Clara Valley Transportation Authority (“VTA”) and Massachusetts Bay Transportation Authority (“MBTA”) have been identified as the two comparable transit systems. But the selected firm will be required to choose the two comparable transit systems annually for the purpose of comparing transit operator wages and benefits.

Further, the selected firm will assist the SFMTA in costing out potential labor contract provisions under discussion during collective bargaining negotiations to determine the long term liability to the SFMTA, to identify the SFMTA's options in such negotiations, to identify strengths and weaknesses for each option, and to make recommendations.

The Actuarial Study must address the following assumptions:

- a. Turnover
- b. Retirement age
- c. Disability retirement age
- d. Mortality
- e. Projected post retirement benefit increases

- f. Inflation rate
- g. Healthcare cost trend data for northern California region
- h. Amortization time frame
- i. Investment return
- j. Participation level
- k. Marital status and dependents
- l. Plan options
- m. Payroll increases

The selected firm will also be required to document the ideas and issues raised in meetings and discussions during the actuarial review in order to develop the options the SFMTA may consider.

The final Actuarial Study must be issued for each year of the contract, beginning with the fiscal year ending June 30, 2008 and ending at the end of the contract term, in the form of a written report, and must contain at least the following information:

1. The consultant's recommendations
2. A glossary of terms and sufficient explanatory text to permit a reasonable understanding of the actuarial analysis
3. A summary of the advantages and/or disadvantages of possible funding options
4. Completed GASB 43 and 45 Regulations and other required accounting and financial statement and footnote disclosures required for Annual Financial Reports
5. GASB 43 and 45 Regulations and any other financial and accounting requirements in each actuarial valuation report, including:
 - a. Benefit costs and obligations
 - b. Summary of data used for the valuation
 - c. Summary of actuarial methods and assumptions
 - d. Summary of plan provisions
6. Actuarial certification

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 5:00 p.m., on Friday, February 29, 2008. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with the reception desk at the 7th floor of One South Van Ness Avenue, San Francisco, directed to the attention of Winnie Xie, or may be mailed to:

Winnie Xie
Contracts and Procurement Section
San Francisco Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, CA 94103

Proposers shall submit the proposal in three sections as follows:

- (1) Fifteen (15) copies of the proposal as described in Sections B and C1 through C6 and C8 below in three-ring binders.
- (2) Two (2) copies, separately bound, of required HRC Forms (Appendix A) in a sealed envelope clearly marked **SFMTA FY2007-2008 Employee Benefits Actuarial Study - HRC Forms**.
- (3) Two (2) copies, separately bound, of the Fee Proposal (Section C7 below) in a sealed envelope clearly marked **SFMTA FY2007-2008 Employee Benefits Actuarial Study – Fee Proposal**.

Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format

Hard copies of proposals must be submitted in three-hole binders, using recycled paper, and printed double-sided to the maximum extent practical. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the binder.

One (1) electronic copy of the proposal, excluding HRC Forms, shall be submitted on a compact disk in a format compatible with Microsoft Word, with one-inch margins (excluding headers, footers and footnotes), Times Roman font and unjustified text.

Any Proposal is of more than 20 pages must include a Table of Contents.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Introduction and Executive Summary (up to two pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

The letter of introduction must contain an express statement of the warranties. Any proposal that does not contain the following warranties will be deemed non-responsive and will not be scored.

- a. The firm must warrant that it is unaware of any potential conflicts of interest if it is selected to do the work described in this RFP;
- b. The firm must warrant that it has errors and omissions insurance in compliance with the requirements of this RFP, and that such insurance is applicable to the work requested in this RFP; and
- c. The firm must warrant that it has no pending legal actions against it related to professional services provided by the firm, or if there are pending legal actions, describe all such pending legal actions and a brief summary of the issues in the litigation.

2. Project Approach (up to fifteen pages)

Describe the services and activities that your firm proposes to provide to SFMTA. Include the following information:

- a. The work elements required for each task.
- b. The time allotted to each work element of each task and the deliverable items to be produced for each task.
- c. Schedule and ability to complete the project within SFMTA's required time frame.
- d. Assignment of work within your firm's team.
- e. The general process you will follow to analyze the SFMTA's liability under GASB 43 and 45 Regulations.
- f. In addition to the actuarial analysis of the SFMTA's liability, briefly describe how you will communicate in writing what: 1) policies, 2) plan design, 3) funding, and 4) trust options that the SFMTA should consider in its compliance with GASB 43 and 45 Regulations.

Where appropriate, a PERT or Gantt chart display should be used to show project, task, and time relationship.

3. Response to Specific Questions (up to five pages)

For informational purposes (this section will not be scored), please respond to the following questions in detail:

- a. List the data or statistical information you will require from the SFMTA in order to perform the actuarial analysis of the SFMTA's liability under GASB 43 and 45 Regulations.
- b. In addition to the assumptions identified in Section II of this RFP, are there any additional assumptions that should be analyzed?

4. Firm Qualifications (up to five pages)

Provide information on your firm's background and qualifications which addresses the following:

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed provide the above information for each.
- d. Describe your firm's financial stability and economic capability to perform the contract requirements. Please provide a copy of you last audited financial statement.

5. Team Qualifications (up to five pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without SFMTA's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.
- c. Identify the principal and/or supervising actuaries and support staff that will perform services and their relevant professional designation, licenses and certifications, and how many years each person has performed actuarial or support services.

6. References (up to two pages)

Provide references for the lead consulting firm, lead project manager, and all subconsultants, including the name, address and telephone number of at least five but no more than ten recent public agencies for which the firm has provided actuarial services. Please include the public agency name, approximate number of employees and number of years the firm has been retained. For three major public agencies included on the list (each with at least 3,000 employees) provide a contact address, telephone number, name and title of a contact person(s) familiar with the proposer's work.

7. Fee Proposal

SFMTA intends to award this contract to the firm that it considers will provide the best overall program services. SFMTA reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

In a sealed envelope, please provide an annual fee proposal for each of the three years and the subsequent two one-year extensions if exercised. For each of the three following major tasks:

- (1) First, to compare the wage and benefit schedules provided under the collective bargaining agreement between Local 250 and SFMTA with the average wages and of the two highest wage schedules for transit operators in comparable jurisdiction and determine the annual monetary differences;
- (2) Second, to determine the actuarial valuation of wages and benefits for all negotiated SFMTA labor contracts (see Appendix G) in accordance with all applicable accounting and financial standards such as GASB 43 and 45 Regulations; and
- (3) Third, to assist the SFMTA in costing out potential labor contract provisions under discussion during collective bargaining negotiations to determine the long term liability to the SFMTA, to identify the SFMTA's options in such negotiations, to identify strengths and weaknesses for each option, and to make recommendations.

In preparing the total cost the Proposer should make the following assumptions solely for costing purposes:

- Annual Local 250 wage comparisons – Task (1) above
- Annual Actuarial Valuations for all SFMTA labor contracts – Task (2) above
- 200 hours of effort – Task (3) above

Identify the following:

- a. Total hourly rate by personnel for each of the three tasks separately
- b. Total, not-to-exceed amount for Task (1) by year for the three year contract and the two year extension showing in separate line items: personnel costs; travel; communications; mail; reprographics; and other costs.
- c. Total, not-to-exceed amount for Task (2) by year for the three year contract and the two year extension showing in separate line items: personnel costs; travel; communications; mail; reprographics; and other costs.

○ **Attestation Statements and Certifications**

The **proposer and all subcontractors named in a proposal** must individually sign the Attestation Statement and Certifications included herein as **Appendices C, D and E**. Any proposal that does not include the executed Attestation Statement and Certifications as required by the RFP **will be deemed non-responsive and will not be scored**. Any Proposer who violates representations made in the Attestation Statement and Certification, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process for this contract.

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

In order for a proposer to be responsive to this RFP, the proposal must document the proposer's compliance with the following minimum qualifications:

- Five years minimum relevant experience in actuarial practice with governmental agencies subject to GASB requirements;
- Actuarial staff must be Fellows or Associates of the Society of Actuaries and/or Member of the American Academy of Actuaries;
- Five governmental clients with at least 3,000 employees and five or more labor union contracts;
- Errors and omissions professional liability insurance with a limit of at least \$10,000,000 per claim; and
- At least two supervisory employee of the proposing team identified to supervise the performance of the services required by this RFP must meet or exceed the “Standards for Supervising Actuary¹.”

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

B. Selection Criteria

SFMTA intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to three of the firms with the highest scoring proposals will be interviewed by an evaluation committee to make the final selection.

1. Project Approach (30 points)

- a. Understanding of the project and the tasks to be performed, etc.
- b. Reasonableness of work schedule and fee proposal.

2. Assigned Project Staff (25 points)

- a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person, particularly the project manager, for each of the 3 tasks; and
- b. Professional qualifications and education; and
- c. Workload, staff availability and accessibility.

3. Experience of Firm and Subconsultants (25 points)

¹ STANDARDS FOR SUPERVISING ACTUARIES

1. Fellow or Associate of the Society of Actuaries and/or Fellow of the Conference of Actuaries in Public Practice and/or Member of the American Academy of Actuaries and/or meet standards of a qualified actuary under the provisions of the Employee Retirement Income Security Act of 1974.

2. Experiences as supervising actuary including consulting services, experience analysis and valuation assignments for major retirement systems, with specific reference to involvement with public retirement systems.

3. Experience in testifying before legislative and administrative bodies in support of actuarial positions and/or the principles used in valuing the system or pricing legislation.

4. Ability to discuss in laymen’s terms: actuarial theory; basis for assumptions; and other actuarial matters.

- a. Expertise of the firm and subconsultants in the fields necessary to complete the tasks, including technical experience, government actuarial experience and/or transportation industry expertise; and
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- c. Experience with similar projects; and
- d. Results of reference checks.

4. Oral Interview (20 points)

Following the evaluation of the written proposals, the three proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the three proposers.

V. Pre-proposal Conference and Contract Award

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference to be held at SFMTA, One South Van Ness Avenue, 7th Floor, Union Square Conference Room #7080, San Francisco, CA 94103 on Wednesday, February 6, 2008, at 2:00p.m. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract Award

SFMTA will select a proposer with whom it will commence contract negotiations. The selection of any proposal shall not imply acceptance by SFMTA of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time SFMTA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all notification must be in writing and sent via email to:

Winnie Xie
Contracts and Procurement Section
San Francisco Municipal Transportation Agency
Email: winnie.xie@sfmta.com
Fax: 415-701-4736

C. Objections to RFP Terms

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

D. Addenda

SFMTA may modify the RFP prior to the proposal due date by issuing written addenda. SFMTA will keep a list of all businesses that notify SFMTA that they have downloaded the RFP, or that request delivery of a hard-copy of the RFP. Addenda will be sent by email or by first class U.S. mail to the last known business email or street address of each firm listed with SFMTA as having received a copy of the RFP. SFMTA will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its email address and mailing address on file with the SFMTA is current and correct, and that its proposal reflects any and all addenda issued by SFMTA prior to the proposal due date, regardless of when the proposal is submitted. Therefore, SFMTA recommends that prior to submitting a proposal, proposers call SFMTA to determine if the proposer has received all addenda.

E. Term of Proposal

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

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate.

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

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

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

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

J. Communications Prior To Contract Award

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

All firms and subcontractor(s) responding to this RFP are hereby 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 SFMTA business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are hereby notified that 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 the Executive Director/CEO of the SFMTA in writing 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 proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance, attached hereto as Appendix C, certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFP. Any 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 representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

K. Sunshine Ordinance

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

L. 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.

M. 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; or
6. Determine that no project will be pursued.

N. 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.

O. Local Business Enterprise Goals and Outreach

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

1. LBE Sub-consultant Participation Goals

The LBE subconsulting goal for this project is twenty percent (20%) of the total value of the goods and/or services to be procured.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C)&(D) and HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, HRC Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE

subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with HRC-certified LBEs located in San Francisco.

2. LBE Participation

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by HRC as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling HRC at (415) 252-2500. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- a. A 10% discount to an LBE; or a joint venture between or among LBEs; or
- b. A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- c. A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- d. A 10% discount to a certified non-profit entity.

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

3. HRC Forms to be Submitted with Proposal

a. All proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: 1) HRC Contract Participation Form, 2) HRC "Good Faith Outreach" Requirements Form, 3) HRC Non-Discrimination Affidavit, 4) HRC Joint Venture Form (if applicable), and 5) HRC Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

b. Please submit only two copies of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled HRC Forms.

If you have any questions concerning the HRC Forms, you may call Mr. André Boursse, SFMTA Contract Compliance Office, One South Van Ness Avenue, 3rd Floor, San Francisco, CA 94103; phone: 415-701-4362, fax: 415-701-4347.

VII. City Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely

execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer, SFMTA, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance in the Agreement); the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully 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 will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required 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.

E. 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 www.sfgov.org/moed/fshp.htm and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

The successful proposer will be required to 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 successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for SFMTA on behalf of the successful proposer 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 calendar days of the City notifying the successful proposer that the City has selected the proposer.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract Award

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

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

C. Delivery of Protests

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

Winnie Xie
Contracts and Procurement Section
San Francisco Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, CA 94103
Email: winnie.xie@sfmta.com
Fax: 415-701-4736

APPENDIX A

City and County of San Francisco HUMAN RIGHTS COMMISSION



HRC ATTACHMENT 2

Requirements for Architecture, Engineering, & Professional Services Contracts For Contracts \$29,000 and over

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise (LBE) requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Human Rights Commission (HRC).
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing rules and regulations are available on the HRC website at www.sfgov.org then select Agency, select View Complete List, click "H" for Human Rights Commission.
- C. Chapter 14B allows for a ten percent (10%) rating discount for firms and non-profit organizations certified by HRC on Architecture, Engineering, and Professional services contracts. The term "rating discount" hereafter shall be known as "rating bonus" in HRC Attachment 2
- D. Questions regarding HRC Attachment 2 and accompanying forms for this Professional Services Contract, namely, RFP (08-998) Actuarial Study of Wages and Benefits should contact SFMTA's Contract Compliance Office(CCO) at (415) 701-4362, One South Van Ness Ave., 3rd Floor, San Francisco, CA 94103.
- E. In addition, for assistance with LBE Certification or compliance with the Equal Benefits Program, please contact the HRC Main Office at (415) 252-2500 or LBE Certification Unit (415) 252-2537 or (415) 252-2530.

- F. A twenty percent (20%) LBE subconsulting participation goal has been established for the total value of goods and/or services procured on this contract. Firms submitting proposals must use their good faith efforts to, where feasible, include LBE subconsultants for work under this proposal.

G. Certification Application

LBE Certification Application

- a. Prime proposers must be certified as LBEs on the proposal due date to qualify for a rating bonus.
- b. Any proposer who is in the process of appealing the Director's denial of certification or revocation of certification for other contracts shall not be considered an LBE.
- c. The Certification Application is available on the HRC website at www.sfgov.org then select Agency, select View Complete List, click "H" for Human Rights Commission.

1.02 SUBMISSION OF HRC FORMS

- A. Unless otherwise authorized by SFMTA's CCO, the prime proposer must submit the following HRC forms in a separate envelope marked "HRC Forms" with the proposal. Failure to complete or submit any of the HRC Forms may cause the proposer to be deemed non-responsive and ineligible for contract award.

Review the specific instructions and requirements on each HRC form.

1. **Form 2A: HRC Contract Participation Form:** Identify LBE subconsultants, vendors, and lower tier subconsultants listed on this form for LBE subconsultant credit. Check the appropriate box under Ratings Bonus.
 2. **Form 2B: HRC "Good Faith Outreach" Requirements Form:** Document solicitation of LBE participation. This form must be submitted EVEN IF the LBE subconsultant goal has been met. Attach supporting documentation.
 3. **Form 3: HRC Non-Discrimination Affidavit:** Must be signed by Proposer under penalty of perjury.
 4. **Form 4: HRC Joint Venture Form:** Submit ONLY if the firms are requesting a rating bonus based on LBE participation in a joint venture partnership.
 5. **Form 5: HRC Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.
 6. **HRC 12B-101 Form:** Submit only if the Prime Consultant is not already in compliance with Equal Benefits Requirements. This form is available on the HRC website at www.sfgov.org then select Agency, select View Complete List, click "H" for Human Rights Commission.
- B. Note the following information:
 1. HRC Attachment 2 forms are available on the HRC website at www.sfgov.org then select Agency, select View Complete List, click "H" for Human Rights Commission.
 2. For contracts over \$10 million, the rating bonus is not applicable.

3. Except where the contract awarding authority has obtained a waiver from HRC, any proposal submitted without a completed Form 2A and Form 2B may be deemed non-responsive and rejected.
4. LBE subconsultant goal can only be met with HRC certified LBEs identified on the HRC LBE directory website at www.sfgov.org then select Agency, select View Complete List, click “H” for Human Rights Commission.

C. HRC Contract Performance Forms

The following HRC forms are submitted with progress and final payment requests.

Review instructions and specific information requested on each form:

1. **Form 7: HRC Progress Payment Form:** Submit to Contract Awarding Authority and to HRC for each payment request. *Note:* Page 2; column “A” of the form, ALL firms must be continuously listed including lower tier subconsultants for each payment request.
2. **Form 9: HRC Payment Affidavit:** Submit within ten (10) working days to Contract Awarding Authority and HRC following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN IF there is no subconsultant payment and until completion of the contract.
3. **Form 8: HRC Exit Report and Affidavit:** Submit with Form 7 to Contract Awarding Authority and HRC. Each LBE subconsultant and vendor (including lower tier subconsultants and vendors) must complete this form.
4. **Form 10: HRC Contract Modification Form:** Submit with appropriate documentation when original contract amount increases more than 20%.

Failure to submit any HRC contract performance forms may result in sanctions under Section 14B.11.C including but not limited to withholding or delaying progress and final payments.

1.03 “GOOD FAITH OUTREACH” REQUIREMENTS

- A. All proposers shall achieve the LBE goal and undertake good faith outreach as set forth in Section 14B.8(C) of the ordinance to select subconsultants to meet the LBE goal. Proposals that do not meet the LBE goal set under 14B.8(A) of the ordinance will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook all the good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error. The contract awarding authority shall require proposers on the contracts to contact an LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive.
- B. The proposer must perform the following seven (7) “good faith outreach” requirements:
 - (1) Attending any presolicitation or proposal meetings scheduled by the City to inform all proposers of LBE program requirements for the project for which the contract is awarded;
 - (2) Identifying and selecting subconsulting opportunities to meet LBE goals;

- (3) Advertising for LBE subconsultants and vendors by posting the opportunity in an accessible location, specified by the City, not less than 10 calendar days before the date the proposals can first be submitted. This applies only if the City gave public notice of the project not less than 15 calendar days prior to the date the proposals can first be submitted;
- (4) Contacting LBEs certified to perform the identified work;
- (5) Providing LBEs that have notified the proposers of their interest with adequate information about the plans, specifications, and requirements for the work, provided that the Director may cap the number of contacts required;
- (6) Negotiating in good faith with LBEs, and not unjustifiably rejecting their bids or proposals; and
- (7) Advising and assisting interested LBEs to obtain bonds, lines of credit, or insurance required by the City or the Proposer.

Note: Proposers are required to document and submit Form 2B and supporting documentation EVEN IF the LBE subconsultant goal has been met.

- C. Each proposer shall document “good faith outreach” and include the documentation with the proposal. Such documentation shall include: (a) the dollar amount of each subconsultant and a statement of the scope of work to be performed under the subcontract; (b) the identification of each subcontract awarded to an LBE; (c) for each subcontract, copies of the subconsultant billing rates submitted. Such documentation shall contain at least the billing rates and a description of the scope of work. If no written billing rates were submitted by some or all of the subconsultants who bid the job, the proposer shall submit a written statement containing (i) the amount of each contract amount; and separately, for each subcontract, a full and complete statement of the reason(s) for selection of the subconsultant. If the reason is based on relative qualifications, the statement must address the particular qualifications at issue. If the reason is the respective billing rates, the statement must state the amounts and describe the similarities and/or dissimilarities in the scope of work covered by the billing rates. Proposers also shall maintain the documentation described in this paragraph for three years following submission of the proposal or completion of the contract, whichever is later.

1.04 NON COMPLIANCE AND SANCTIONS

- A. Non-Compliance with Chapter 14B
 1. A complaint of discrimination or non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
 - a. If the HRC Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the 14B ordinance, HRC rules and regulations, or contract provisions pertaining to LBE participation, the HRC Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.
 - b. If the non-compliance is not resolved through conference and conciliation, the HRC Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.

- c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on willful or bad faith noncompliance with the requirements of Chapter 14B, HRC rules and regulations, or contract provisions pertaining to LBE participation.

Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds willful or bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, HRC rules and regulations, or contract provisions pertaining to LBE participation, which may include:

- i) reject all proposals;
- ii) declare a proposal non-responsive;
- iii) suspend a contract;
- iv) withhold funds;
- v) assess penalties;
- vi) debarment;
- vii) deny HRC certification;
- viii) revoke HRC certification; or
- ix) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by HRC.

The Director's determination of non-compliance is subject to appeal pursuant to Rule XV.B (7).

An appeal by a consultant to the Commission shall not stay the Director's findings.

The HRC Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

- B. Procedure for the Collection of Penalties is as follows:
 1. The HRC Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the proposer or consultant that a determination of bad faith non-compliance has been made and that all payments due the proposer or consultant shall be withheld as agreed to by the prime consultant or subconsultant and the City and County.
 2. The HRC Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

PART II. RATING BONUS

2.01 APPLICATION

- A. **Eligibility for the LBE Rating bonus:** Certified local business enterprises (LBEs) and non-profit organizations are eligible for an LBE rating bonus on Architecture,

Engineering, or Professional Service contracts that have an estimated cost that exceeds \$10,000.

- B. Application of the Rating bonus:** The following rating bonus will apply to all proposals for Architecture, Engineering, or Professional contracts estimated to cost over \$10,000. The rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews. After Proposers have been scored at each of the stages, the rating bonus will be applied to the scores as follows:
1. 10% for HRC certified LBEs.
 2. 10% for each joint venture, which is composed of only LBEs.
 3. 5% for each joint venture which includes at least 35% (but less than 40%) prime participation by certified LBEs.
 4. A maximum of 7.5% for each joint venture that includes 40% or more in prime participation by certified local LBEs.
 5. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm.
- C.** The Rating Bonus does not apply for contracts estimated by the Contract Awarding Authority to be \$10 million and over.

2.02 JOINT VENTURE/PRIME ASSOCIATION

- A.** The LBE joint venture partner must be responsible for a clearly defined portion of the work to be performed. The ratings bonus is applied only when the LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same or similar discipline in order to be eligible for a rating bonus. The joint venture partners will be jointly responsible for the overall project management, control, and compliance with 14B requirements.
1. The LBE JV partner's work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.
 2. Each member of the joint venture partner must perform a “commercially useful function” as that term is defined by Section 14B.2 of the Chapter 14B ordinance. An LBE that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a “commercially useful function.”
 3. Unless permission is granted by the HRC Director for good cause shown, the following actions are prohibited: i) the non-LBE partner performing work for the LBE partner; ii) leasing of equipment or property by the LBE partner from the non-LBE partner; and iii) the hiring of the non-LBE partner’s employees by the LBE partner.
 4. The LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.

5. The LBE JV partner must perform work that is commensurate with its experience.
 6. A JV must submit an executed JV agreement and management plan detailing each JV partner's responsibilities and tasks.
- B. A prime association or partnership is considered the same as a joint venture and will need to comply with all the requirements stated above. Prior to award of the contract, the prime association partners must also meet the following requirements:
1. A prime association must apply to the IRS for a new Federal ID number for that entity.
 2. A new tax registration certificate must be obtained from the City Tax Collectors Office for that entity.
- C. The proposal items to be performed by LBE joint venture partners must be identified separately and all work must be accounted for, including subconsulting work.
- D. The cost of the work to be performed by the LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

EXAMPLE:

Step 1. Calculate total JV partner work:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%

* * *

Step 2. Calculate LBE JV partner work:

	A	B	C
Description of JV Partners' Scopes of Work	JV Partners' Work as a % of the total contract	% of Task by Non-LBE JV Partner	% of Task by LBE JV Partner
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%
TASK 4	10%	6%	4%
TOTAL JV Partner %	60%	32.5%	27.5%

Step 3. Calculate LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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The LBE JV partner's participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

PART III SUBCONSULTANT PARTICIPATION

3.01 SUBCONSULTING GOAL

- A. All proposers shall achieve the LBE subconsulting goal and undertake good faith outreach as set forth in Section 14B.8(C) of the ordinance to select subconsultants to meet the LBE goal. Where there are LBEs available for doing portions of the work normally performed by the proposer with its own staff, the proposer will be expected to make good faith efforts to make portions of such work available for LBEs.

Proposals that do not meet the LBE participation goal set under 14B.8(A) of the ordinance will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook all the good faith efforts required by this ordinance and that the failure to meet the goal resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the HRC reasonably shall require to determine the responsiveness of the proposal.

The proposer must contact LBE subconsultants prior to listing them. LBEs must be certified with HRC by the proposal due date to receive LBE subconsulting credit. Failure to comply with this requirement will render a proposal non-responsive.

Additionally, subconsultants should not enter into any agreement that limits their ability to be listed or utilized by more than one proposer.

For a directory of certified LBEs, please go to www.sfgov.org then select Agency, select View Complete List, click "H" for Human Rights Commission.

- C. Any subconsultant who is in the process of appealing the Director's denial of certification or revocation of certification shall not be considered an LBE.
- D. The awarding proposer shall submit performance reports on LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and HRC.
- E. Determination and calculation of LBE subconsultant participation:
1. The LBE subconsultant shall be listed to perform a specific task, which is described in the RFP or RFQ.
 2. If the LBE subconsultant forms a joint venture with a non-LBE subconsultant, the LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

EXAMPLE:

If the total subcontract amount = \$ 1,000,000 of which \$510,000 is the LBE subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE goal.

3. All work done by lower-tier LBE subconsultants will be credited toward meeting the goal.

EXAMPLE:

If the total subcontract amount = \$1,000,000, of which \$200,000 is the lower-tier LBE subconsultant's portion, then \$200,000 is credited toward the LBE goal.

4. The work provided by the LBE subconsultant must be the same or similar type of work performed by the LBE in the normal course of its business.
5. If a Proposer owns or controls more than one business that is HRC certified as an LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subconsulting goal when submitting as a prime. In determining ownership of a business, a business owned by proposer's spouse or domestic partner shall be deemed to be owned by the proposer.
6. It is the responsibility of the proposer to verify the subconsultant's LBE certification status.
7. A certified LBE can only be utilized in the discipline(s) for which it is certified by HRC.
8. The LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through or conduit.
9. An LBE Prime proposer cannot list itself to meet the LBE subconsultant goal.

F. Substitution, removal, or contract modification of LBE:

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior HRC approval. Additionally, no new subconsultants shall be added without prior HRC approval.

PART IV EMPLOYMENT NON-DISCRIMINATION AND ECONOMICALLY DISADVANTAGED WORKFORCE HIRING PROVISIONS

4.01 GENERAL

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the

Administrative Code and the hiring of economically disadvantaged persons as required by the City's First Source Hiring Program, Chapter 83 of the Administrative Code.

4.02 NONDISCRIMINATION PROVISIONS

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

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

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the HRC has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the HRC determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the HRC shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

1. If the non-compliance cannot be resolved, the HRC shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
2. The HRC shall give the consultant or subconsultant an opportunity to appeal the Finding.
3. The HRC may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

D. *Complaints of Discrimination after Contract Award*

1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
2. A finding of discrimination may result in imposition of appropriate sanctions, including:
 - a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
 - b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
 - c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

4.03 TRAINEES – FIRST SOURCE HIRING PROGRAM

A. **Trainee Requirements:** Consultants are required to comply with the City's First Source Program, Administrative Code Section 83, which fosters employment opportunities for economically disadvantaged individuals. Consultants are required to notify the First Source Program 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. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City's One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

Number of Trainees

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)

1. The trainee must be hired by the prime consultant or by any subconsultant on the project team.
2. No trainee may be counted towards meeting more than one contract goal.

3. A trainee must meet qualifications for enrollment established under the City's First Source Hiring Program as follows:
 - (i) "Qualified" with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and
 - (ii) "Economically disadvantaged individual" shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated "economically disadvantaged" for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.
4. On-the-job Training (to be provided by the consultant): The consultant shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.
5. A summary of a job description and training for the trainee with the rate of pay should be submitted for approval.
6. The trainee's commitment does not require that he/she is used only on this project, but also on other projects under contract to the Architect, Engineering, or Professional firm, which is appropriate for the trainee's skill development.

FORM 2A: HRC CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only HRC certified LBEs can be used to meet the LBE subconsultant goal.

Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications, which exceed the original contract amount by more that 20%.

Contract:	RFP (08-998): Actuarial Study of Wages and Benefits	RATING BONUS	
		<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Firm:		<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:		<input type="checkbox"/> No Rating Bonus Requested	
Address:		LBE Goal 20 %	
City/ZIP			
Phone			

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDIC ATE LBE YES/N O	If an LBE, Identify MBE, WBE, or OBE *	% OF LBE SUBWOR K
			%			%
			%			%
			%			%
			%			%
				Total % of Work: 100%	Total LBE Subconsulting%	%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above contractors for the portions of work and amounts as reflected in the Bid Documents

Owner/Authorized Representative _____ *Date:* _____

Print Name and Title: _____

* MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See HRC website (http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm) for each firm's status.

Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information of each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at www.sfgov.org then select Agency, select View Complete List, click "H" for Human Rights Commission.. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID	_____
CITY, ST, ZIP:	_____	PHONE	_____
SERVICE:	_____	FAX:	_____

FORM 2B: HRC "GOOD FAITH OUTREACH" REQUIREMENTS FORM

The Good Faith Outreach" form with the required supporting documentation must be completed and submitted with the proposal EVEN IF the LBE subconsultant goal has been met. (*Chapter 14B Ordinance, Section 14B.8 - Subcontracting - C. "Good Faith Outreach"*).

A proposer who fails to undertake the required "good faith outreach" steps listed below and who fails to submit the documentation of "good faith outreach" shall be declared non-responsive, and the proposal will be rejected. Answering "No" to any of the items below may result in the proposal being deemed non-responsive and rejected.

Attach sheet(s) and respond to each numbered item and submit with this form.

1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all Proposers of LBE program requirements for this contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Did your firm identify and select subconsulting opportunities to meet the LBE goal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a. Has your firm enclosed a list of disciplines and/or services selected?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly Newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as the Daily Pacific Builder, Daily Construction Service, or the Bid and Contracts Section of the Office of Contract Administration's website?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a. Has your firm attached a copy of the "Advertisement?" (The requirement of this item 3 only applies if the City gave public notice of the RFP/RFQ not less than 15 calendar days prior to the proposal due date.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Did your firm obtain from the HRC website www.sfgov.org then select Agency, select View Complete List, click "H" for Human Rights Commission.the list of certified LBEs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Did your firm provide notice of interest in bidding on the contract to the certified LBEs for each identified item (by trade) not less than 10 (ten) calendar days prior to the proposal due date?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The number of firms to be notified:		
If the HRC list identifies 1-25 available LBEs for the identified item (by trade), your firm must		

notify all of them.		
If the HRC list identifies 26-50 LBEs for the identified item (by trade), your firm must notify 75% of the identified firms.		
If the HRC list identifies 51-75 LBEs for the identified item (by trade), your firm must notify 50% of the identified firms.		
If the HRC list identifies 76-100 LBEs for the identified item (by trade), your firm must notify 30% of the identified firms.		
If the HRC list identifies 101 or more LBEs for the identified item (by trade), your firm must notify 25% of identified firms.		
Did your firm contact the required number of LBE firms?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Include documentation to verify the above-contacts:		
▪ If contact was made in writing, has your firm enclosed a copy of the request?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
▪ If contact was made via telephone, has your firm enclose copies of telephone logs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Did your firm provide LBEs that have notified you of their interest with adequate information about the plans, specifications, and requirements for the work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Did your firm negotiate in good faith with LBEs, and not unjustifiably reject their proposals?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Did your firm advise and assist interested LBEs to obtain bonds, lines of credit, or insurance required by the City?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. For each discipline and/or service your firm identified for LBE subconsulting outreach:		
▪ Has your firm enclosed copies of all written bids/proposals submitted, including those from non-LBEs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
▪ If oral bids/proposals were received, has your firm included a list of all such bids/proposals, including those from non-LBEs (specify the discipline/service and dollar amounts for each such bid/proposal)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
▪ Has your firm included a full and complete statement of the reasons for selection of the subconsultant for that trade? (If the reason is based on relative qualifications, the statement must address the particular qualifications at issue. If the reason is based on the proposal amounts,	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signature of Owner/Authorized

Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

E-mail:

Date:

FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.

2. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.

3. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized

Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number _____

(FIRM) _____

Date: _____

FORM 4: HRC JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with an LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project _____

2. Name of all JV partners: (Check LBE if applicable)

	LBE	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of LBE Joint Venture participation.
- b. Provide each Joint Venture partner’s specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of HRC Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact HRC staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with HRC regarding their joint venture prior

to submitting their proposal.

The rating bonus is awarded based on the LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%

Step 2. Calculate LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total	% of Task by Non-LBE JV Partner	% of Task by LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total LBE JV Partner %		÷	Total JV %		=	%
------------------------	--	---	------------	--	---	---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative

Owner/Authorized Representative

Name and Title (Print)

Name and Title (Print)

Firm Name

Telephone

Date

Firm Name

Telephone

Date

FORM 5: HRC EMPLOYMENT FORM

This form is to be submitted with the proposal.

1. Indicate personnel designated to work on this project for the entire project team (prime proposer, joint venture partners, subconsultants, and vendors).

The employees listed should include all those listed in other sections of the proposal.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Indicate the Number of disadvantaged individuals that will be hired as on -the-job-trainees by the entire project team. See §4.03 of HRC Attachment 2.

- a. Estimated Project Fee: \$ _____
- b. HRC on-the-job training goal: _____
- c. Number of on-the-job-trainees that will be hired by the project team _____
- d. If less than HRC goal, explain: _____

- e. Length of training: _____ If less than 12 months, explain _____

Sign below including each joint venture partner.

Owner/Authorized Representative

Name and Title (Print)

Firm Name

Owner/Authorized Representative

Name and Title (Print)

Firm Name

Telephone

Date

Telephone

Date

FORM 7: HRC PROGRESS PAYMENT FORM

To be completed by Consultant and submitted to the Contract Awarding Authority and HRC with its monthly progress payment application (transmit to the following):

TRANSMITTAL

TO: Project Manager/Designee COPY TO: HRC Contract Compliance Officer
Firm: _____ Date: _____

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____
Reporting Period From: _____ To: _____ Progress Payment No: _____

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be 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 + 2): \$ _____
- 4. Sub-total Amount Invoiced this submittal period: Professional Fees \$ _____
- 5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses \$ _____
- 6. Total Amount Invoiced this submittal period (Line 4 + Line 5): \$ _____
- 7. Total Amount Paid to Date including Retainage Received: \$ _____
- 8. Amount of Progress Payments Requested to Date: \$ _____
- 9. Percent Completed (Line 8 ÷ Line 3): _____ %

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

Owner/Authorized Representative

Name (Print)

Title (Print)

Firm Name

Telephone Fax

Owner/Authorized Representative

Name (Print)

Title (Print)

Firm Name

Telephone Fax

Date

Date

SECTION 2. For column "A", list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2nd and 3rd tier subconsultants. Make copies if more space is 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.

- Notes:* 1) ALL firms must be CONTINUOUSLY listed on column "A" regardless if a firm is not requesting payment and
 2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract: _____ %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBE subconsultants & vendors. Indicate if the firm is an LBE	Service Performed	Amount of Contract or Purchase order at time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount of Progress Payments received and Invoiced to Date, including amount invoiced this reporting period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							%
Reimbursable							%

CONTRACT TOTALS								%
-----------------	--	--	--	--	--	--	--	---

FORM 9: HRC PAYMENT AFFIDAVIT

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and HRC within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

Check box and sign below if there is no sub payment for this reporting period.

Project HRC Contract Compliance
 TO: Manager/Designee COPY TO: Officer
 Firm: _____ Date: _____

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: _____ Contract _____
 Contract Awarding _____
 Progress Payment _____ Period Ending: _____
 Amount Received: \$ _____ Date: _____ Warrant/Check _____

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

_____ Owner/Authorized Representative		_____ Owner/Authorized Representative (Signature)	
_____ Name (Print)	_____ Title	_____ Name (Print)	_____ Title

Firm Name

Firm Name

Telephone

Date

Telephone

Date

FORM 8: HRC EXIT REPORT AND AFFIVADIT

Prime Consultant must complete and sign this form (Sections 1 and 3) for each LBE subconsultant (incl. lower tier LBE subconsultants) and supplier. LBE Subconsultants must complete and sign Section 2 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

TRANSMITTAL

TO: Project Manager/Designee
FROM _____

COPY: HRC Contract Compliance Officer
Date _____

SECTION 1.

Reporting
Name of _____

Contract Name: _____
Portion of Work _____

Original LBE Contract Amount: \$ _____

Change Orders, Amendments, Modifications \$ _____

Final LBE Contract Amount: \$ _____

Amount of Progress Payments Paid to Date: \$ _____

Amount further subbed out to non LBE firms: \$ _____

Amount Owing including all Change Orders, Amendments \$ _____

Explanation by Consultant if the final contract amount for this LBE is less than the original

SECTION 2.

To be signed by the LBE Subconsultant or vendor:

I agree

I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form:

Owner/Authorized Representative

Name and Title (Print)

Firm Name

Telephone

Date

SECTION 3.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 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 three (3) days after the date of the City's final payment under the Contract.

Owner/Authorized Representative

Name and Title (Print)

Firm Name

Telephone

Date

FORM 10: HRC CONTRACT MODIFICATION FORM

Consultant or Joint Venture Partners must submit this form with the required supporting documentation when processing the first contract amendment, modification or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$29,000 or more).

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date:
Amount of Current Modification
Request:

REQUIRED ATTACHMENTS:

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A list of the consultants, joint venture partners, and vendors working on this amendment, modification, or change order with the contract dollars for each individual firm.
4. A brief description of the work to be performed under this amendment, modification, or change order.

Owner/Authorized Representative

Name (Print)	Title
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Firm Name

Telephone	Date
-----------	------

Owner/Authorized Representative

Name (Print)	Title
--------------	-------

Firm Name

Telephone	Date
-----------	------

APPENDIX B

Standard Forms

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

Before SFMTA can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, SFMTA has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet, and where to file them. If a contractor cannot get the documents off the Internet, the contractor should e-mail Ashish Patel at ashish.patel@sfmta.com and Ashish Patel will fax, mail or e-mail them to the contractor.

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

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Mr. André Boursse, SFMTA Contract Compliance Office, One South Van Ness Avenue. 3rd Floor, San Francisco, CA 94103; phone: 415-701-4362, fax: 415-701-4347. .

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification www.sfgov.org/oca/purchasing/forms.htm www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration www.sfgov.org/oca/purchasing/forms.htm	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits www.sfgov.org/oca/purchasing/forms.htm – In Vendor Profile Application	HRC-12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	André Boursse SFMTA Contract Compliance Office 1 South Van Ness Avenue, 3rd Floor, San Francisco, CA 94103; phone: 415-701-4362, fax: 415-701-4347.
4.	HRC LBE Certification Application www.sfgov.org/oca/purchasing/forms.htm – In Vendor Profile Application		Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

**Where the forms are on the Internet:
Office of Contract Administration**

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

Human Rights Commission

HRC’s homepage: www.sfhrc.org

Equal Benefits forms: Click on “Forms” under the “Equal Benefits” banner near the bottom.

LBE certification form: Click on “Forms” under the “LBE” banner near the bottom

APPENDIX C

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: **SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY, REQUEST FOR PROPOSALS FOR ACTUARIAL SERVICES**

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

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

Signature: _____

Date _____

APPENDIX D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

(Proposer or Proposed Subcontractor Business Name)

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

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
 - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
 - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.
- (2) Where the firm executing this RFP Appendix D is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.
- (3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

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

Business Name:

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

APPENDIX E

CERTIFICATION REGARDING LOBBYING

(Proposer or Proposed Subcontractor Business Name)

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

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

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA. As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

APPENDIX F

AGREEMENT FOR PROFESSIONAL SERVICES (FORM P-500)

APPENDIX G

Existing Labor Contracts between SFMTA and Labor Unions

EMPLOYEE ORGANIZATION	MOU Negotiated by	Estimated Number of Employees at SFMTA	Expiration Date of Collective Bargaining Agreement
TWU 250-A (9163) Transit Operators	SFMTA	2096	6/30/2008
TWU 250-A (7410) Automotive Service Workers	SFMTA	82	6/30/2009
TWU 250-A (9132) Transit Fare Inspectors	SFMTA	37	6/30/2009
Automotive Machinists, Local 1414	SFMTA	242	6/30/2009
IBEW (Electrical Workers) Local 6	SFMTA	425	6/30/2009
Municipal Executive Association	SFMTA	68	6/30/2009
SEIU Local 1021 (Formerly 790 -- Service Critical)	SFMTA	267	6/30/2009
TWU Local 200	SFMTA	253	6/30/2008
CRAFT CONSOLIDATED (One Labor Agreement for Unions 9 to 13 below)	CITY		6/30/2009
Carpenters Local 22	CITY	14	6/30/2009
Glaziers Local 718	CITY	5	6/30/2009
Painters	CITY	26	6/30/2009
Sheetmetal Local 104	CITY	3	6/30/2009
Teamsters Local 853	CITY	12	6/30/2009
IFPTE Local 21	CITY	416	6/30/2009
Laborers Local 261	CITY	64	6/30/2009
Operating Engineers Local 3	CITY	3	6/30/2009
Plumbers Local 38	CITY	2	6/30/2009
SEIU 1021 (Formerly HWU, 535, 790)	CITY	765	6/30/2009
Stationary Engineers Local 39	CITY	43	6/30/2009
Teamsters Local 856	CITY	15	6/30/2009
Unrepresented Ordinance (unrepresented employees)	N/A	24	6/30/2009

Estimated number of employees as of 07/30/07		4862	
FTE in budget of 07-08		5016	

THIS PRINT COVERS CALENDAR ITEM NO. : 10.6

**MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: Finance and Administration

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to advertise a Request for Qualifications for Real Estate Appraisal Services.

SUMMARY:

- The SFMTA, from time to time, requires the services of real estate appraisers to assist with various SFMTA projects.
- In order to expedite this process for future projects, the SFMTA seeks to establish a pool of qualified independent real estate appraisers that are available to provide real property appraisals, such as industrial, commercial, retail, large office building, apartment building, unique special use, vacant land, easements and City-owned parking garages, on an as-needed basis. Many of these appraisers will provide appraisal services for appraisals of property for the Central Subway project.
- The SFMTA has prepared a Request for Qualifications to create a pool of qualified appraisers. The pool will remain effective for the five-year period following the date that the SFMTA creates it.
- Following establishment of the pool, the SFMTA will select pool members for particular projects as the need for independent appraisers arises or solicit proposals from various pool members for particular projects.
- Any appraisal reports funded with Federal funds must also satisfy applicable Federal requirements for such appraisals.
- The accompanying Resolution authorizes the Executive Director/CEO to advertise a Request for Qualifications for Real Estate Appraisal Services.

ENCLOSURES:

1. MTAB Resolution
2. Request for Qualifications

APPROVALS:
DIRECTOR OF DIVISION

DATE

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION _____

BE RETURNED TO Gail Stein, MTA Real Estate, One South Van Ness, 7th Floor

ASSIGNED MTAB CALENDAR DATE: _____

EXPLANATION:

The SFMTA, from time to time, requires the services of real estate appraisers to assist with various SFMTA projects. In order to expedite this process for future projects, the SFMTA seeks to establish a pool of qualified independent real estate appraisers that are available to provide real property appraisals, such as industrial, commercial, retail, large office building, apartment building, unique special use, vacant land, easements and City-owned parking garages, on an as-needed basis. Many of these appraisers will provide appraisal services for the Central Subway project.

The SFMTA has prepared a Request for Qualifications (“RFQ”) to create this pool of qualified appraisers and, at its sole election, to enter into real estate appraisal contracts with selected pool members from time to time. In order to be included as a member of the pool, a respondent to the RFQ must meet the minimum qualifications described in the RFQ. The pool will remain effective for the five-year period following the date that the SFMTA creates it. No pool member is guaranteed a contract with the SFMTA.

Following establishment of the pool, the SFMTA will select pool members for particular projects as the need for independent appraisers arises or solicit proposals from various pool members for particular projects. Pool members may be invited to oral interviews as part of the selection process.

In addition, any appraisal reports funded with Federal funds must also satisfy applicable Federal requirements for such appraisals, which include the project appraisal guidelines described in the regulations issued for the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Section 49 Part 24 of the Code of Federal Regulations).

The accompanying Resolution authorizes the Executive Director/CEO to advertise a Request for Qualifications for Real Estate Appraisal Services.

The City Attorney’s Office and the SFMTA Contract Compliance Office have reviewed this calendar item and draft RFQ.

This RFQ will help to ensure financial stability and effective resource utilization (Goal 4 in the SFMTA’s 2008-2012 Strategic Plan) by enabling the SFMTA to obtain quick and reliable appraisals of real property.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The SFMTA, from time to time, needs to retain the services of real estate appraisers to assist with various SFMTA projects; and

WHEREAS, In order to expedite this process for future projects, the SFMTA seeks to establish a pool of qualified independent real estate appraisers that are available to provide real property appraisals, such as industrial, commercial, retail, large office building, apartment building, unique special use, vacant land, easements and City-owned parking garages, on an as-needed basis, including appraisal services for the Central Subway project; and

WHEREAS, The SFMTA has prepared a draft Request for Qualifications to create a pool of qualified appraisers so that the SFMTA may enter into real estate appraisal contracts with selected pool members as the need arises; and

WHEREAS, The pool will remain effective for the five-year period following the date that the MTA creates it; and

WHEREAS, This Request for Qualifications will help to ensure financial stability and effective resource utilization (Goal 4 in the SFMTA's 2008-2012 Strategic Plan) by enabling the SFMTA to obtain quick and reliable appraisals of real property; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to advertise a Request for Qualifications for Real Estate Appraisal Services.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

Enclosure 2

Request for Qualifications to Provide Real Estate Appraisal Services

**City and County of San Francisco
San Francisco Municipal Transportation Agency**

**Request for Qualifications to Provide
Real Estate Appraisal Services**

Issue Date: January __, 2008

Pre-Submission Orientation Meeting: January __, 2008, 10:00AM

Deadline for Submissions: February __, 2008, 4:00PM

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Attachment 1—Form of Agreement for Independent Appraisal

Attachment 2—Disadvantaged Business Enterprise (DBE) Program for Professional and Technical Services

Attachment 3—Attestation of Compliance

Attachment 4—Protest Procedures for the Selection of Appraisers for Federally Assisted Third Party Contracts

Forms (and website links)

A. DBE Forms to be Submitted in Separate Packet as Part of Response

Only one copy of the DBE forms should be submitted with your response in a separate, sealed envelope addressed to André Boursse, Director, SFMTA Contract Compliance Office, One South Van Ness Avenue, 3rd Floor, San Francisco, CA 94103.

- DBE Forms 1, 2, 3, plus if applicable, 4, 5 and Schedule B (copies provided in Attachment 2.)

B. Standard City Forms to be Submitted and Approved Prior to Contract Award

- Vendor Profile Application

<http://www.sfgov.org/site/uploadedfiles/oca/purchasing/forms/vendorprofile/application.doc>

Vendor Profile Application Instructions

http://www.sfgov.org/site/uploadedfiles/oca/purchasing/forms/vendorprofile/app_instructions.doc

Commodity Codes for Reference in Filling Out Application

http://www.sfgov.org/site/uploadedfiles/oca/purchasing/forms/vendorprofile/commodity_codes.doc

- IRS Form W-9 <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Business Tax Declaration
http://www.sfgov.org/site/uploadedfiles/oca/purchasing/forms/p_25a.doc
- HRC Form 12B-101 (Declaration: Nondiscrimination in Contracts and Benefits)
<http://www.sfgov.org/site/uploadedfiles/sfhumanrights/forms/12b101.pdf> (Please see Section VII.E)

- Minimum Compensation Ordinance <http://www.sfgov.org/oca/lwlh.htm>
- Health Care Accountability Ordinance <http://www.sfgov.org/oca/lwlh.htm>
- Insurance
http://www.sfgov.org/site/uploadedfiles/oca/purchasing/forms/ins_requirements.doc
Fulfillment of the City's insurance requirements is not required as part of your response. However, fulfillment prior to contract award is required.

I. Introduction

The San Francisco Municipal Transportation Agency (“SFMTA”) of the City and County of San Francisco (the “City”) seeks to establish a pool of qualified independent real estate appraisers that are available to provide real property appraisals for various SFMTA projects on an as-needed basis.

The SFMTA will use this Request for Qualifications (“RFQ”) to create a pool of such qualified appraisers and, at its sole election, to enter into real estate appraisal contracts with selected pool members from time to time. A respondent to this RFQ that meets the minimum qualifications described in Section III below will be included as a member of such pool. The pool will remain effective for *the five-year period following the date that the SFMTA creates it*.

No member of any pool created under this RFQ is guaranteed a contract with the SFMTA. The SFMTA shall have full discretion to determine which member, if any, to select from the pool for appraisal services. In addition, notwithstanding the creation of any pool under this RFQ, the SFMTA reserves the right, at its sole discretion, to engage other parties for real estate appraisal services at any time during the term covered by this RFQ.

II. Scope of Work

This scope of work is intended to be a general guide to the appraisal work that the SFMTA may request from pool members, and is not a complete listing of all services that may be required or desired.

The SFMTA is seeking qualified appraisers to provide independent fee appraisals, as needed, for properties such as industrial, commercial, retail, large office building, apartment building, unique special use, vacant land, easements and City-owned parking garages, as well as any other types of property appraisals that the SFMTA may require during the five-year term of the pool.

The scope of appraisal services under an SFMTA appraisal contract, if any, with a pool member will vary, depending upon the particular needs of that project. All pool members must be available to provide services by March 2008. If the SFMTA elects to enter into a contract for appraisal services with a selected pool member (a “Consultant”), such contract will be based upon the needs of the applicable SFMTA project, will incorporate the rates specified by such Consultant in its response to this RFQ, and will be substantially similar to the Agreement for Independent Appraisal attached hereto as Attachment 1. In addition, any appraisal reports funded with Federal funds must also satisfy applicable Federal requirements for such appraisals, which may include the project appraisal guidelines described in the regulations issued for the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Section 49 Part 24 of the Code of Federal Regulations (“49 CFR Part 24”).

A Consultant shall work on a task order basis and pursuant to a written appraisal contract that specifies the scope of work for the task, the due date and the amount to be charged. There is no guarantee of a minimum amount of work or compensation for any member of the pool or that any pool member will be selected for appraisal services.

III. Submission Requirements

A. Time and Place for Submission of Responses

Responses and all related materials must be submitted and received by the SFMTA by **4:00PM on February __, 2008**, at the following address:

San Francisco Municipal Transportation Agency (SFMTA)
Real Estate Division
One South Van Ness Avenue, 7th Floor
San Francisco, California 94103
Attention: Ms. Gail Stein

Respondents shall submit an original copy (with original signatures) and eight complete copies of the response and one copy, separately bound, of required HRC Forms (see Table of Contents, Forms, Section A), all within a sealed box or envelope clearly marked **RFQ for Real Estate Appraisal Services**, to the above location. Responses submitted by fax or e-mail will not be accepted. Late submissions will not be considered.

B. Requirements for Consideration

1. **Disadvantaged Business Enterprise Requirement**—Required as part of the response submission

The Disadvantaged Business Enterprise (DBE) participation goal for the contracts that result from this RFQ is **0%**. The SFMTA encourages DBE firms to submit proposals under this RFQ and encourages respondents to include, where feasible, DBE firms in the performance of this project. Please see information in Table of Contents, Forms, Section A, Section V.O below and Attachment 2, and be sure to submit required DBE forms in a separate envelope as part of your response. Required forms: MTA DBE Form No. 1—Consultant/Joint Venture Partner and subconsultant Participation Report; MTA DBE Form No. 2 – Proposer List, MTA DBE Form No. 3—Questionnaire on Recruitment, Hiring, and Training Practices for Consultants; and if applicable, MTA DBE Form 4 – Subconsultant Participation Declaration and MTA DBE Form 5 – Disadvantaged Business Enterprise Acknowledgement Declaration.

2. **Administrative Requirements**—Required in *advance* of the response submission

Please review, complete and submit the forms referenced in Table of Contents, Forms, Section B *prior* to submitting a response. The SFMTA may only consider responses from qualified respondents that, at the time of response submission, have already fulfilled the administrative requirements for doing business with the City. Fulfillment of this requirement will be verified prior to the presentation of responses to the evaluation panel. Responses that fail to meet this requirement may be deemed non-responsive.

C. Format and Content of Responses

Please submit the following information in the order specified below. Three-hole binders, adherence to the following format, and complete, but concise responses, are recommended for ease of review by the evaluation panel.

1. Cover Letter (2 page maximum)

An introductory cover letter should be submitted, including:

- a. Name and address of the responding entity.
- b. Name, address, telephone number, fax number and e-mail address of the person(s) to be used as contact(s). These contact(s) must be authorized to make representations for the respondent.
- c. City Vendor Number, if any, assigned to the respondent. Possession of this number serves as partial verification that the respondent has completed the City's administrative requirements.
- d. Status report on respondent's progress in fulfilling the City's administrative requirements. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms referenced in Table of Contents, Forms, Section B.
- e. Statement that the respondent is willing to meet all of the terms and conditions in the City's form contract for appraisal services (Attachment 1). Respondents wishing to negotiate changes to such standard contract must refer to the specific portion of the contract to be changed, and show proposed changes (deleted sections with a strikeover and added sections in boldface type). The SFMTA, in its sole discretion, may reject any proposed change to the City's standard contract, and may refuse to award a contract to a pool member if a proposed change is unacceptable to the SFMTA. The addition to the pool by the SFMTA of any respondent who proposes any change to the City's standard contract shall not be deemed as acceptance of the respondent's proposed changes.
- f. Statement that submission of this letter constitutes a representation by the respondent that the respondent is willing and able to perform the commitments contained in the response.
- g. Signature by a person authorized by the respondent to obligate the respondent to perform the commitments contained in the response.

2. Statement of Services (2 page maximum)

Statement of the respondent's specific background and experience in providing real estate appraisal services to governmental organizations and/or related enterprise industries. Please list, and identify work related to, respondent's top three strengths/areas of expertise among the following areas: industrial, commercial, retail, large office building, apartment building, unique special use properties, vacant land, easements and City-owned parking garages. Also identify work related to eminent domain and right of way acquisition. Describe respondent's prior work, if any, with federally-funded appraisals subject to 49 CFR Part 24.

3. Statement of Qualifications

Each respondent must demonstrate that it satisfies the requirements below in order to be eligible to be added to the pool. Respondents that do not meet the Minimum Qualifications will not be considered and their RFQ responses will not be evaluated.

a. *Minimum Qualifications (10 page maximum)*

- (1) California Office of Real Estate Appraisers Appraisal License, Certified General.

- (2) Member of the American Institute of Real Property Appraisers (MAI).
- (3) Minimum two years experience as an expert appraiser in eminent domain actions.
- (4) Qualified "Expert Witness" experience for testimony before a hearing officer or the Superior and Municipal Courts as to the valuation of property rights.
- (5) Experience within the past three years, in San Francisco or the Bay Area, as the primary appraiser for at least three of the following classifications of property: industrial, commercial, retail, office buildings, apartment buildings, special use properties, vacant land, easements.
- (6) Successful implementation of at least three projects substantially similar to the services requested by the SFMTA in this RFQ since January 2003. The lead staff who will be assigned to the SFMTA's projects must individually have had a similar lead role in two comparable projects since January 2003. Each member of a responding joint venture must separately meet each requirement of a demonstrated skill or experience required of the responding entity.

b. *Statement of Staff Qualifications*

- i. Responses must include a statement of the respondent's total staff size, as well as the staff size of the local or regional office proposing to perform services. **(1 page maximum)** Provide a further breakdown showing the components of professional and administrative staff by major function. **(1 page maximum)**
- ii. If applicable, include a statement of any joint venture arrangements with other firms with a percentage breakdown of workload. Include within this percentage breakdown, involvement of any Human Rights Commission-certified LBE firms, Federal DBE firms, or State-certified small businesses. Include a brief description of the respondent's efforts to solicit inclusion by Human Rights Commission-certified firms. See Section VI.O below. **(1 page maximum)**
- iii. Names and contact information of account manager and team members who will be assigned to any SFMTA project. **(1 page maximum)**
- iv. Statement of the qualifications of the key individuals who will be assigned to any SFMTA project, including their applicable experience, education and training. **(2 page maximum per individual)**

c. *Previous Project Description and Sample Appraisal Reports*

1. Responses must include a concise description from inception through completion of one project completed since January 2003 with services similar to the services requested by the SFMTA in this RFQ. **(1 page maximum)**
2. Responses must include two recent narrative appraisals developed by the project manager and team members who will be assigned to any SFMTA project.

4. Rates (2 page maximum)

Each appraisal contract will be a flat rate contract. However, respondents should provide both standard hourly billing rates by staff level and current flat rates for various types of projects, as well as a projected number of hours for each type of project and a statement of intended profit for each type of project. Flat rate contracts are intended to fully compensate respondents for all services. No additional expenses are allowed, including reproduction costs associated with the services, travel, lodging, meals, miscellaneous or any other expenses related to the completion of services. The SFMTA intends to select respondents who will provide the best overall services, and reserves the right to accept an offer that is other than the lowest flat rate offer. The SFMTA will consider rate increases due to inflation.

5. References (1 page maximum)

Respondents should submit three references. Indicate each organization's name and address, reference contact person, phone number, nature of services provided, dates of the projects and the names of respondent's staff who have worked on these projects.

Respondents must provide a list of local government agencies and/or relevant industry clients to which the proposed project team has provided services substantially similar to the services requested in this RFQ since January 2003. At least two of the three references must be from entities other than the City.

IV. Evaluation Criteria

This section describes the guidelines used for analyzing and evaluating the various responses to determine if a respondent will qualify as a member of the pool. It is the SFMTA's intent to add to the pool respondents that will provide the best overall service packages inclusive of fee considerations. *Pool members will remain eligible for consideration and contract negotiation on an as-needed basis for a period of five years after the date that the pool, if any, is created.* No pool member is guaranteed a contract with the SFMTA. As set forth above, this RFQ does not in any way limit the SFMTA's right to solicit contracts for similar or identical services, in its sole and absolute discretion, from parties that are not pool members. The SFMTA reserves the right to reject all responses that are not responsive to this request and the right to elect, in its sole discretion, not to create a pool pursuant to this RFQ.

A. Minimum Qualifications

Responses not meeting the Minimum Qualifications stated in Section III.C.3 above will not be considered and will not be evaluated. Each respondent must clearly state in its response how it meets or exceeds these Minimum Qualifications.

B. Evaluation Criteria and Selection Process (100 points)

Each RFQ response that meets the Minimum Qualifications stated in Section III.C.3 above will be evaluated generally in accordance with the criteria itemized below. Each respondent that receives at least 50 points in subsection (1) below plus at least 20 points in subsection (2) below will become a member of any pool created by the SFMTA pursuant to this RFQ. An evaluation panel will review the responses and, using the Evaluation Criteria outlined in this Section, list the respondents that will be the members of any pool created by the SFMTA pursuant to this RFQ.

1. Respondent Qualifications (70 points)

Per the information presented in response to Sections II and III of this RFQ:

- a. Does the response, including any statements of service and staff qualifications and previous project description, clearly and specifically demonstrate expertise and experience substantially similar to what is requested for the services in this RFQ?
- b. Are the proposed staff members appropriately qualified?
- c. Are the proposed rates reasonable?
- d. Did the respondent adhere to the submission requirements set forth in this RFQ?

If a respondent does not receive a score of 50 or above out of the 70 possible points in this section, then the respondent will not be eligible for the pool.

2. Respondent References (30 points)

Per the information presented from respondent references:

- a. How applicable to the SFMTA's needs is the respondent's experience described in the references?
- b. How did the references rate the respondent's expertise?
- c. How did the references rate the respondent's quality of services, staffing, adherence to schedules, budgets, deadlines and problem-solving ability for previously completed projects similar to the potential projects proposed by the SFMTA?

If a respondent does not receive a score of 20 points or above out of the 30 possible points in this section, then the respondent will not be eligible for the pool.

C. Selection of Consultants from Pool

Following establishment of a pool, if any, pursuant to this RFQ, and as the need for independent appraisers arises, the SFMTA, at its sole and absolute discretion, will select pool members for particular projects or solicit proposals from any or all pool members for particular projects. If the SFMTA solicits proposals from any pool members, then SFMTA Real Estate staff will review such proposals and consider the following factors in selecting a member from the pool for contract negotiations for such project: (1) expertise for the particular project; (2) competitiveness of the proposal (including flat rate proposed); and (3) time availability.

Pool members may be invited to oral interviews as part of the selection process. Interviews may consist of standard questions asked of each of the respondents, and specific questions regarding individual responses. The SFMTA reserves the right to interview any, all, or none of the pool members to negotiate contract awards.

The SFMTA may issue Request(s) for Proposals to pool members to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable and cost considerations.

The selection of any pool member for contract negotiation shall not imply acceptance by the SFMTA of all terms of such member's response to any request for proposals or such member's response to this RFQ, each of which may be subject to further negotiation and approvals. The SFMTA shall not be bound by any terms of such proposal or response unless such terms are included in a written contract between the SFMTA and such pool member. If a satisfactory contract cannot be negotiated in a reasonable time with any pool member, then the SFMTA, in

its sole discretion, shall have the right to terminate negotiations and begin contract negotiations with any other party including, but not limited to, another pool member.

The SFMTA, in its sole discretion, has the right to approve or disapprove any staff person assigned by a pool member for a specific SFMTA contract before and throughout the contract term. The SFMTA reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables.

V. Tentative Schedule

A. Pre-Submission Orientation Meeting and Questions

1. Pre-Submission Orientation Meeting

The SFMTA will conduct a pre-submission orientation meeting to answer questions about the RFQ at **10:00AM on January __, 2008 at One South Van Ness Avenue, San Francisco, California 94103.**

2. Questions

To ensure fair and equal access to information about this RFQ, no questions or requests for interpretation will be accepted after the conclusion of the pre-submission orientation meeting. If your firm is unable to attend the pre-submission orientation meeting or you would like to ensure that your questions are addressed at the meeting, e-mail your questions in advance to Gail Stein at Gail.Stein@sfmta.com.

The SFMTA will keep a record of all parties who request and receive copies of this RFQ. Any requests for information or questions concerning this RFQ must be in writing and any substantive replies will be issued as written addenda to all parties who have received a copy of this RFQ from the SFMTA. Questions raised at the pre-submission orientation meeting may be answered orally. If any new substantive information is provided in response to questions raised at the pre-submission orientation meeting, then it will also be memorialized in a written addendum to this RFQ and will be distributed to all parties that received a copy of this RFQ from the SFMTA.

B. Tentative Schedule

The following is a summary of key dates related to this RFQ:

<u>Phase</u>	<u>Date</u>
Issuance of RFQ by SFMTA	January __, 2008
Pre-submission orientation meeting	January __, 2008
Deadline for submission of responses	February __, 2008
Date of pool member determination by SFMTA	March __, 2008

VI. Terms and Conditions for Receipt of Responses

A. Errors and Omissions in RFQ

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

B. Inquiries Regarding RFQ

Inquiries regarding this RFQ, and all oral notifications of intent to request written modification or clarification of this RFQ, must be directed to:

Gail Stein
San Francisco Municipal Transportation Agency
Real Estate Division
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Email: Gail.Stein@sfmta.com

C. Objections to RFQ Terms

Should a respondent object on any ground to any provision or legal requirement set forth in this RFQ, the respondent must, not more than ten (10) calendar days after this RFQ is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection. The failure of a respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Addenda to RFQ

The SFMTA may modify this RFQ, prior to the response due date, by issuing written addenda. Addenda will be posted on the City's website at <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx>. The SFMTA will make reasonable efforts to post notification of modifications in a timely manner. Notwithstanding this provision, the respondent shall be responsible for ensuring that its response reflects any and all addenda issued by the SFMTA prior to the response due date regardless of when the response is submitted. The SFMTA recommends that the respondent call the SFMTA or check the City's website before submitting its response to determine if the respondent is aware of all addenda.

E. Term of Response

Submission of a response signifies that the proposed services and prices are valid for five years from the deadline for submission of responses and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Response

A respondent may revise a response on the respondent's own initiative at any time before the deadline for submission of responses. The respondent must submit the revised response in the same manner as the original. A revised response must be received on or before the deadline for submission of responses. In no case will a statement of intent to submit a revised response, or commencement of a revision process, extend the deadline for submission of responses for any respondent.

At any time during the response evaluation process, the SFMTA may require a respondent to provide oral or written clarification of its response. The SFMTA reserves the right to make an award without further clarifications of responses received.

G. Errors and Omissions in Response

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

H. Financial Responsibility

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

I. Respondent's Obligations under the Campaign Reform Ordinance

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

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

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

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

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

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

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

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

J. Communications Prior to Award of Contracts

It is the policy of the SFMTA that only employees identified in the RFQ as contacts for this competitive solicitation are authorized to respond to comments or inquiries from respondents or potential respondents seeking to influence the contractor selection process or the award of any contracts. This prohibition extends from the date that the RFQ is issued until the SFMTA has determined the list of qualified firms.

All firms and subcontractor(s) responding to this RFQ are hereby notified that they may not contact any SFMTA staff member, other than a person with whom contact is expressly authorized by this RFQ (Gail Stein), for the purpose of influencing the contractor selection process or the award of any contracts from the date the RFQ is issued to the date when the list of qualified firms is determined. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFQ.

All firms and subcontractor(s) responding to this RFQ are hereby notified that 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 RFQ.

Except as expressly authorized in the RFQ, where any person representing a respondent or potential respondent contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of any contracts between the date when the RFQ is issued

and the date when the list of qualified firms is determined, the respondent or potential respondent shall be disqualified from the selection process. However, a person who represents a respondent or potential respondent may contact City elected officials and may contact the Executive Director/CEO of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFQ or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFQ 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 RFQ is issued to the date when the list of qualified firms is determined.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (Attachment 3) certifying compliance with this section of the RFQ will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFQ. Any 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 respondent who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

K. Sunshine Ordinance

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

L. Public Access to Meetings and Records

If a respondent 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 respondent must comply with Chapter 12L. The respondent must include in its response (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to respondent's meetings and records, and (2) a summary of all complaints concerning the respondent'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 respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in respondent's Chapter 12L submissions shall be grounds for rejection of the response and/or termination of any subsequent contract reached on the basis of the response.

M. Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City or the SFMTA that any contract will actually be entered into by the City or the SFMTA. The City and the SFMTA expressly reserve the right at any time to take any or all of the following actions:

1. Waive or correct any defect or informality in any proposal, response, or response procedure.
2. Reject any or all responses.
5. Reissue a Request for Qualifications or Request for Proposals.
6. Prior to submission deadline for responses, 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 RFQ, or the requirements for contents or format of the responses.
5. Procure any materials, equipment or services specified in this RFQ by any other means.
6. Determine that no project will be pursued.

N. No Waiver

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

O. Disadvantaged Business Enterprise (DBE)/Non-discrimination Requirements

The following information is provided to assist respondents in the preparation of proposals. Please see Attachment 2 for a description of the SFMTA's DBE Program, along with all forms required for submittal of proposals.

1. Policy. The SFMTA is committed to a Disadvantaged Business Enterprise (DBE) Program for the participation of DBEs in SFMTA's 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 the DBE program as though fully set forth herein. It is the policy of SFMTA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of DOT-assisted contracts. It is the intention of SFMTA to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to SFMTA's construction, procurement and professional services activities.
2. Questions. Questions concerning DBE/Non-Discrimination Requirements may be addressed to:

Mr. André Boursse, Director
MTA Contract Compliance Office
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103
Telephone: (415) 701-4362

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

Should the SFMTA deem it necessary, the SFMTA will seek a written commitment from the respondent to use good faith efforts to provide equal employment opportunities during the term of any contract that results from this RFQ. 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 respondent's workforce and the available labor market. The respondent may be required to provide the SFMTA with the relevant data regarding its labor market.

4. DBE Goal

The Contract Compliance Office has established a 0% DBE participation goal for the contracts that result from this RFQ. Respondents are encouraged to include DBEs where feasible in the performance of this project.

The database of certified DBEs is located on the California Unified Certification Program (CUCP) database accessible on the Caldrons Civil Rights webpage at <http://www.dot.ca.gov/ucp/GetLicenseForm.do>.

P. Conflicts of Interest

Any pool member that enters into a contract for appraisal services with the SFMTA will be required to agree to comply fully with and be bound by the applicable provisions of state and local law 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 State of California Government Code. Such pool member will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the SFMTA if it becomes aware of any such fact during the term of the applicable contract.

Any pool members that perform work for the SFMTA 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 calendar days of the SFMTA notifying the respondent that the City has selected the respondent as a member of the pool.

VII. City Contract Requirements

A. Standard Contract Provisions

Respondents, if selected for a contract, will be required to enter into a contract substantially in the form of City's Contract for Appraisal Services (Attachment 1). 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 selectee for damages.

Respondents are urged to pay special attention to the requirements of the Minimum Compensation Ordinance (§44 in the Agreement), the Health Care Accountability Ordinance (§45 in the Agreement), and the First Source Hiring Program (§46 in the Agreement), as set forth in paragraphs B, C and D below.

B. Minimum Compensation Ordinance (MCO)

Respondents, if selected for a contract, will be required to agree to comply fully 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 contractual requirements of the MCO, see §35 in the Agreement.

Note that the gross hourly compensation for covered employees for For-Profit entities is \$10.77; on January 1, 2008, the wage rate shall be \$11.03/hour.

The MCO rate for non-profit corporations and government entities shall be \$10.77 effective January 1, 2008.

Additional information regarding the MCO is available on the City's website at http://www.sfgov.org/site/olse_index.asp?id=27459.

C. Health Care Accountability Ordinance (HCAO)

Respondents, if selected for a contract, will be required 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 City's website at <http://www.sfgov.org/oca/lwllh.htm>.

D. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, the successful respondent will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in S.F. Administrative Code Chapter 83. 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 City's website at www.sfgov.org/moed/fshp.htm.

E. Nondiscrimination in City Contract – Benefits Ordinance

1. Consultant Shall Not Discriminate. In the performance of this contract, Consultant agrees not to discriminate on the basis of 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), against any employee of, any City employee working with, or applicant for employment with Consultant, in any of Consultant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments, or organizations operated by Consultant.
2. Subcontracts. Consultant shall incorporate by reference in all subcontracts, the provisions of Sections 12B.2(a), 12B.2(c)-12B.2(k) and 12C.3 of the San Francisco Administrative Code, and shall require all subcontractors to comply with such provisions. Consultant's failure to comply with the obligations in this subsection shall constitute a material breach of their Agreement with the City.
3. Nondiscrimination in Benefits. Consultant does not as of the date of their Agreement and will not during the term of their Agreement, in any of its operations within the United States, discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
4. Condition to Contract. As a condition to this Agreement, Consultant shall execute the "Nondiscrimination in Contracts and Benefits" form and secure the approval of the form by the SF Human Rights Commission. (Please see http://www.sfhrc.org/site/sfhumanrights_index.asp for Equal Benefits forms and ordinance.)
5. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of their Agreement as though fully set forth herein. Consultant shall comply fully with and be bound by all of the revisions that apply to their Agreement under Chapter 12B and 12C of the Administrative Code, including but not limited to remedies provided in such Chapters. Without limiting the foregoing, Consultant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Consultant and/or deducted from any payment due Consultant.

VIII. Protest Procedures

A. Protest of Establishment of Pre-Qualified List

Within five working days of the SFMTA's issuance of a notice of intent to establish a list of pool members, any firm that has submitted a responsive response and believes that the SFMTA has incorrectly determined that another respondent qualifies as a pool member or that the SFMTA has incorrectly determined that such respondent does not qualify as a pool member may submit a written notice of protest. Such notice of protest must be received by the SFMTA on or before the fifth working day after the SFMTA 's issuance of the notice of intent to establish a list of pool members.

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

B. Delivery of Protests

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

Gail Stein
San Francisco Municipal Transportation Agency
Real Estate Division
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Email: Gail.Stein@sfmta.com

C. Contracts funded with Federal funds

Protest procedures for the selection of appraisers for contracts funded with Federal funds are set forth in Attachment 4 to this RFQ.

ATTACHMENT 1

AGREEMENT FOR INDEPENDENT APPRAISAL

Property: _____
San Francisco, California

Appraiser: _____

Date: _____

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LIST OF EXHIBITS

- Exhibit A – Description of Property
- Exhibit B – Form of Appraisal Report
- Exhibit C – Appraisal Certifications

AGREEMENT FOR INDEPENDENT APPRAISAL

This Agreement for Independent Appraisal (this "Agreement"), dated for reference purposes as of _____, 200__, is between the City and County of San Francisco, a municipal corporation ("City"), through its Municipal Transportation Agency ("SFMTA"), and _____ ("Appraiser" or "Contractor").

The parties agree as follows:

1. Employment of Appraiser

In connection with the SFMTA's appraiser pool program, City agrees to engage Appraiser, and Appraiser agrees to perform the services and work hereinafter described, on the terms and conditions set forth below.

2. Scope of Work

[Insert Job Description]. The scope of work to be performed by Appraiser under this Agreement is as follows:

(a) **Inspection of Property.** Appraiser shall make a personal inspection of the property, as more particularly [described or shown] in Exhibit A attached hereto (the "Property"), for the purpose of providing the appraisal. Appraiser shall contact the SFMTA's Senior Manager of Real Estate ("Senior Manager") before entering the Property to perform any work.

(b) **Valuation.** Appraiser shall use methodologies generally recognized by appraisers as necessary to produce credible appraisals and shall take into account any covenants, conditions and restrictions or easements benefiting or burdening the Property and any unusual characteristics of the Property. The appraised value shall be based on the value of fee title [this may change if an easement is valued] to the property and shall address the highest fair market value of the site based on its highest and best use.

(c) **Reports.** Appraiser shall prepare a written report on or before _____, 200__ as follows: Appraiser shall provide the Senior Manager with four (4) copies of a certified narrative appraisal report (the "Appraisal Report"). The Appraisal Report shall include a final opinion of the fair market value of the Property based on the parameters set forth herein. The final opinion of value must be a specific figure and shall assign specific values to the land. The Appraisal Report shall contain all pertinent information supporting the conclusions, including comparable sales data, photographs, area and property data, maps, plans, and other similar or pertinent documentation, as well as a clear and detailed description of the assumptions and any limiting conditions, qualifications or omissions, and of the method of analysis used in reaching the conclusions. The Appraisal Report shall be delivered in substantially the format outlined in Exhibit B attached hereto and contain duly executed certifications substantially in the form of Exhibit C attached hereto.

(d) Standards. Appraiser shall complete the appraisal in accordance with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers.

3. *Purpose of Appraisal*

The purpose of the analysis and appraisal to be performed pursuant to this Agreement is to provide the SFMTA with the _____ of the Property as described in Section 2. Appraiser understands and agrees that City will rely fully on the appraisal for such purpose.

4. *Compensation*

(a) Fees. Appraiser shall receive _____ as full compensation for the work performed hereunder, payable after receipt by the Senior Manager of the Appraisal Report in accordance with the terms of this Agreement. The above amount includes all of Appraiser's allowable costs and profits for the work to be performed hereunder. The above amount also includes the initial consultation, phone consultations during the preparation of the Appraisal Report and a final consultation upon completion of the Appraisal Report with _____.

(b) Approval of Work. City shall not incur any charges under this Agreement for the work nor shall any payments become due to Appraiser for the work until the Senior Manager receives the Appraisal Report required under this Agreement and approves it as being in accordance with this Agreement.

(c) No Interest or Late Charges. In no event shall City be liable for interest or late charges for any late payments.

(d) Independent Opinion. The compensation to be paid to Appraiser for the performance of the work contemplated under this Agreement is not in any way contingent upon the opinions or value conclusions of Appraiser. Furthermore, Appraiser is specifically directed by City not to deliver any opinion of value other than its own independently determined opinions produced by its own investigation, using acceptable professional standards.

5. *Method of Payment*

Invoices furnished by Appraiser under this Agreement must be in a form acceptable to the City's Controller (the "Controller"). All amounts paid by City to Appraiser shall be subject to audit by City. Payment shall be made by City to Appraiser at the address for notices stated herein, or at such other address as Appraiser shall provide City with written notice of no less than 15 days in advance.

6. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budgetary and fiscal provisions of the City's Charter. Charges will accrue only after the Controller has certified the availability of funds for payment under this Agreement. Any amount of City's obligation hereunder shall not at any

time exceed the amount certified for the purpose and the period stated in such advance certification.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

7. Effective Date of Agreement; Term

This Agreement shall become effective when the parties have fully executed and delivered this Agreement and the Controller has certified to the availability of funds. The term of this Agreement shall continue until Appraiser completes all work required hereunder or this Agreement is sooner terminated as provided herein. In no event shall the term of this Agreement exceed _____.

8. Qualifications of Appraiser

Appraiser represents and warrants to City that Appraiser is qualified to make the independent appraisal of the Property contemplated hereunder and that it is familiar with recognized appraisal practices and with the standards required for determining values of real property.

9. Personnel

(a) All work performed under this Agreement shall be performed only by personnel under the supervision and in the employment of Appraiser. All personnel engaged in the work shall be fully qualified and shall be authorized, licensed and certified under State and local law to perform such work if authorization, licensing or certification is required.

(b) The responsible personnel for Appraiser shall be _____,
_____ M.A.I. Any change in the responsible personnel must have the prior written approval of the Senior Manager.

(c) Appraiser shall not subcontract any work to be performed under this Agreement unless Appraiser first obtains the written approval of the Senior Manager.

10. Incomplete Work

Neither the performance of any work by Appraiser nor City's acceptance of the Appraisal Report shall relieve Appraiser from the obligation to correct any inaccurate or

incomplete work. Appraiser shall promptly remedy all inaccurate or incomplete work, on demand, without cost to City.

11. Ownership of Documents

All documents and reports prepared by Appraiser pursuant to this Agreement, including the Appraisal Report, shall be and remain the property of City and shall be delivered by Appraiser to City upon completion of the work hereunder. Appraiser may retain and use copies of such reports for reference and as documentation of its experience and capabilities.

12. Changes in Scope of Work

City may, from time to time, require changes in the scope of the work to be performed by Appraiser hereunder. Such changes, including any increases or decreases in the amount of Appraiser's compensation, that City and Appraiser may mutually agree to and shall be set forth in written amendments to this Agreement, are subject to the provisions of the City's Charter.

13. Termination

(a) City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause. Termination shall be effective immediately upon Appraiser's receipt of written notice of termination, and thereupon Appraiser shall have no further rights under this Agreement. In the event of such termination, Appraiser shall be paid for any work under this Agreement that has been performed to the satisfaction of the Senior Manager, up to the effective date of termination. Any such payment shall be based upon the percentage of work completed multiplied by the total contract price.

(b) Upon termination of this Agreement, Appraiser shall submit an invoice to City for an amount which it believes to be due and owing to it based upon the formula set forth in subsection a above. Upon City's request, Appraiser shall provide any additional back-up information or documentation to support such invoice. Upon City's approval and payment of the invoice, City shall be under no further obligation to Appraiser monetarily or otherwise.

14. Bankruptcy

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force or effect, and any property or rights of such other party, tangible or otherwise, shall be immediately returned to it.

15. Indemnification

(a) Appraiser shall indemnify and hold harmless City, its officers, agents and employees from and, if requested, shall defend them, against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Appraiser or loss of or damage to property, arising directly or indirectly from Appraiser's performance of this Agreement, regardless of the negligence of City, and further regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of gross negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on Appraiser, its agents, officers or employees. Appraiser specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within the indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Appraiser by City and continues at all times thereafter.

(b) Appraiser shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark of any person or persons as a consequence of the use by City, or any of its officers, agents or employees, of any work or services to be supplied in the performance of this Agreement.

(c) Appraiser's obligations hereunder shall survive any termination of this Agreement.

16. Incidental and Consequential Damages

Appraiser shall be responsible for incidental and consequential damages resulting in whole or in part from Appraiser's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

17. Liability of City

CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 4 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

18. Insurance

(a) Without in any way limiting Appraiser's liability pursuant to Section 15 of this Agreement, Appraiser shall maintain in force, during the full term hereof, insurance in the following amounts and coverage:

(i) Workers' Compensation, with Employers' Liability limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.

(iii) Comprehensive Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired auto coverage, as applicable.

(iv) Professional Liability insurance with limits not less than One Million Dollars (\$1,000,000) each claim with respect to negligent acts, errors and omissions, and any deductible not to exceed Fifty Thousand Dollars (\$50,000) each claim.

(b) Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

(i) Name as Additional Insured the City and County of San Francisco, its officers, agents and employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall be endorsed to provide:

Thirty (30) days' advance written notice to City of cancellation, non-renewal or reduction in coverage, mailed to the following addresses:

Senior Manager, Real Estate
Municipal Transportation Agency
One South Van Ness Avenue, 7th floor
San Francisco, California 94102

(d) Certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City evidencing the coverage above and shall be furnished to City before commencing any work under this Agreement (including any entry onto the Property), with complete copies of policies upon City request.

(e) Approval of the insurance by City shall not relieve or decrease the liability of Appraiser hereunder.

19. Assignment

The services to be performed by Appraiser hereunder are personal in character. Accordingly, neither this Agreement nor any duties or obligations on the part of Appraiser hereunder shall be assigned or delegated by Appraiser, without the prior written approval of the Executive Director/CEO of the SFMTA.

20. Independent Contractor

Appraiser shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Appraiser performs the work required of Appraiser by the terms of this Agreement. Appraiser shall be liable for any act or acts of its own and its agents, officers and employees. Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between City and Appraiser or its agents, officers or employees.

21. Conflicts of Interest

Through its execution of this Agreement, Appraiser acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Appraiser shall immediately notify the City.

22. Confidential Information of City

Appraiser understands and agrees that in the performance of the work under this Agreement or in contemplation thereof, Appraiser may have access to private or confidential information that may be owned or controlled by City, or may be in the possession of City by virtue of its agreement with the owner of the Property, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Appraiser agrees that all information disclosed by City to Appraiser shall be held in confidence and used only in the performance of this Agreement. Appraiser shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

23. Copyright

No reports or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of Appraiser.

24. Audit and Inspection of Records

Appraiser shall maintain and make available to City accurate books and accounting records relative to its activities under this Agreement. Appraiser shall permit City to audit, examine, and make excerpts and transcripts from data and records of Appraiser relating to carrying out this Agreement. Appraiser shall maintain such data and records in an accessible location and condition for two (2) years after completion or other termination hereof or until a final audit has been resolved, whichever is later.

25. Appraisal Coordination

Appraiser shall coordinate its work hereunder with the Senior Manager or any other agents or contractors of City.

26. Non-Discrimination in City Contracts and Benefits Ordinance

(a) Contractor Shall Not Discriminate. In the performance of this Agreement, Appraiser agrees not to discriminate on the basis of 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, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Appraiser, in any of Appraiser's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Appraiser.

(b) Subcontracts. Appraiser shall incorporate by reference in all Subcontracts relating to the work to be performed under this Agreement the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Appraiser's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) Non-Discrimination in Benefits. Appraiser does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Contract. As a condition to this Agreement, Appraiser shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties entering into contracts with City are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Appraiser shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Appraiser understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Appraiser and/or deducted from any payments due Appraiser.

(f) Workforce. Pursuant to City and Municipal Transportation Agency policy, Consultant is encouraged to actively recruit minorities and women for its workforce and take other steps, such as on-the-job training and education, to ensure nondiscrimination in Consultant's employment practices.

27. (only applies to locally funded contracts) Local Business Enterprise Utilization; Liquidated Damages

(a) The LBE Ordinance

Contractor shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

(b) Compliance and Enforcement

(1) Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of

this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code Section 14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

[If the contract will involve the use of subcontracts, include subparagraphs 2, 3 and 4 below:]

(2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is **[fill in number]** %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor

received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code Section 14B.17.

27. (If contract is federally funded) DBE Provisions

Contractor shall comply with the DBE Provisions included in Attachment 2 of the Request for Qualifications [*or attached to this Agreement*] for any DBE firms performing work under this Agreement.

28. MacBride Principles - Northern Ireland

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Appraiser acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

29. Tropical Hardwoods and Virgin Redwood Ban

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwoods, tropical hardwoods wood product, virgin redwood or virgin redwood wood product except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

30. Drug-Free Workplace Policy

Appraiser acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City property. Appraiser agrees that any violation of this prohibition by Appraiser, its employees, agents or assigns will be deemed a material breach of this Agreement.

31. Resource Conservation Liquidated Damages

Chapter 5 of the San Francisco Environment Code is incorporated herein by reference. Failure by Appraiser to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

In the event Appraiser fails to comply in good faith with any of the provisions of Chapter 5, Appraiser will be liable for liquidated damages in an amount equal to Appraiser's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Appraiser acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Appraiser from any contract with City.

32. Sunshine Ordinance

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

33. Taxes

Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement or the services delivered pursuant hereto, shall be the obligation of Appraiser.

34. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such

individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

35. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

36. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

37. Notices

Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or overnight courier, addressed as follows:

City: SFMTA Real Estate Unit
One South Van Ness Avenue, 7th Floor
San Francisco, California 94103
Attn: Senior Manager
Appraiser: _____

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

38. Earned Income Credit (EIC) Forms

San Francisco Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Appraiser shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Appraiser has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Appraiser; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

(b) Failure to comply with any requirement contained in subsection a of this Section shall constitute a material breach by Appraiser of the terms of this Agreement. If, within thirty (30) days after Appraiser receives written notice of such a breach, Appraiser fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Appraiser fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

(c) Any Subcontract entered into by Appraiser shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

(d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

39. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three (3) times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant:

(a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

40. Food Service Waste Reduction

Appraiser agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein. This provision is a material term of this Agreement. By entering into this Agreement, Appraiser agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Appraiser agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a

reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Appraiser's failure to comply with this provision.

41. General Provisions

(a) This Agreement may be amended or modified only by a writing signed by City and Appraiser. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Senior Manager, the Director's designated agent or other authorized City official. (d) This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. (h) This Agreement shall be governed by California law and City's Charter. (i) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience.

IN WITNESS WHEREOF, City and Appraiser have executed this Agreement as of the date first above written.

APPRAISER

_____,
a _____,

I have read and understood Section 28, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco to do business with corporations that abide by the MacBride Principles.

By: _____,
MAI

Its: Owner

CITY

Municipal Transportation Agency

By: _____
Nathaniel P. Ford, Sr.
Executive Director/CEO

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By _____
Deputy City Attorney

EXHIBIT A

DESCRIPTION OF PROPERTY

[Attach legal description, map clearly identifying property or preliminary title report]

EXHIBIT B
FORM OF APPRAISAL REPORT

1. Introduction
 - A. Title Page
 - B. Table of Contents
 - C. Letter of Transmittal

2. Summary
 - A. Purpose of Appraisal
 - B. Definition of Value
 - C. Property Rights to be Appraised
 - D. Summary of Important Facts and Conclusions

3. Factual Data
 - A. Legal Description
 - B. Area, City and Neighborhood Data
 - C. Property Data
 - * Description of Site
 - * Description of Improvements
 - * Description of Equipment
 - * History
 - * Assessed Value
 - * Utilities
 - * Zoning
 - * Amenities

4. Analysis and Conclusions
 - A. Analysis of Highest and Best Use
 - B. Valuation Approaches
 - C. Interpretation and Correlation of Value Estimates
 - D. Statement of Limiting Conditions and Assumptions
 - E. Certificate of Appraiser
 - F. Qualifications of Appraiser

5. Attachments
 - A. Details of Supporting Data
 - B. Photographs
 - C. Maps
 - D. Plot Plan
 - E. Floor Plans
 - F. Other Pertinent Documentation

EXHIBIT C
APPRAISAL CERTIFICATIONS

The appraiser certifies to the City and County of San Francisco that:

1. I have personally inspected the subject property, and all statements and information in this report are true and correct to the best of my knowledge, subject only to the contingencies and limitations set forth herein.

2. I have no present or contemplated future interest in the property described herein. Neither the employment to make the appraisal, nor the compensation for it, is contingent upon the value of the property.

3. This Appraisal Report has been made in conformity with and is subject to [for federally funded projects – the requirements of 49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs) and] the requirements of the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the American Society of Appraisers.

4. All conclusions and opinions concerning the real property that are set forth in the Appraisal Report were prepared by the undersigned. No change of any item in the Appraisal Report shall be made by anyone other than the appraiser, and the appraiser shall have no responsibility for any such unauthorized change.

5. All contingent and limiting conditions affecting the analyses, opinions and conclusions contained in this report are expressly contained herein.

6. After weighing the factors reported herein to the best of my knowledge and ability, it's my opinion that, on _____, the estimated fair market value of the subject property is _____.

Respectfully submitted,

Name: _____

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the owner and duly authorized representative of the firm of _____ whose address is _____ and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement;***
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or***
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) and fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):***

(Date)

(Signature)

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

REQUEST FOR QUALIFICATIONS (RFQ)
TO
PROVIDE REAL ESTATE APPRAISAL SERVICES
CCO NO. 07-985

FTA FUNDED

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Attachment 2

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS
ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS
AND OTHER PROFESSIONAL SERVICES
FOR FEDERALLY-FUNDED PROJECTS

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DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS
ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS
AND OTHER PROFESSIONAL SERVICES
FOR FEDERALLY-FUNDED PROJECTS

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Disadvantaged Business Enterprise Program Requirements

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

I. POLICY

The Municipal Transportation Agency ("Agency") of the City and County of San Francisco is committed to a Disadvantaged Business Enterprise (DBE) Program ("Program") for the participation of DBEs in MTA 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").

It is the policy of MTA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of DOT-assisted contracts. It is the intention of MTA to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to MTA's construction, procurement and professional services activities.

A. Applicability

Pursuant to 49 CFR Sections 26.3 and 26.21, MTA, a recipient of federal financial assistance from the Federal Transit Administration ("FTA") of the United States Department of Transportation ("DOT"), is required to implement a DBE Program in accordance with the Regulations. The Regulations are incorporated into this Program as though fully set forth herein. This Program applies to all MTA contracts that are funded, in whole or in part, by DOT federal financial assistance.

B. Objectives

The objectives of this program are to:

1. Remove barriers to DBE participation in the bidding, award and administration of MTA contracts;
2. Assist DBEs 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 DBEs meeting the eligibility requirements are allowed to participate as DBEs;

5. Identify business enterprises that are qualified as DBEs and are qualified to provide MTA 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 DBEs with MTA's contract procedures, activities and requirements and allow DBEs to provide MTA 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 MTA so as to facilitate the successful implementation of this Program.

C. Administration of Program

The Director of Transportation 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 MTA personnel shall adhere to the provisions and the spirit of the program.

D. Prohibited Discrimination

MTA shall 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).

MTA shall 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.

MTA will not use quotas in any way in the administration of this DBE program.

E. Equal Opportunity Employment Questionnaire

MTA will evaluate the proposer's response to the Questionnaire on Recruitment, Hiring, And Training Practices, MTA Form No. 3, to determine whether the proposer is responsive to the requirements.

Should responses to the questionnaire indicate evidence of discrimination in the proposer's workforce, MTA 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 MTA with the relevant data regarding its labor market.

II. DEFINITIONS

Any terms used in this Program that are defined in 49 CFR Section 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below:

A. Disadvantaged Business Enterprise (DBE)

A DBE is a for-profit, small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

B. Small Business Concern

A small business concern is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121), whose average annual gross receipts (including those of its affiliates) for the previous three years does not exceed \$20.4 million (or as adjusted for inflation by the Secretary of DOT) pursuant to 49 CFR Section 26.65(b).

C. Socially and Economically Disadvantaged Individuals

There is a rebuttable assumption that an individual is both socially and economically disadvantaged if s/he is a citizen or lawfully admitted permanent resident of the United States and is:

1. Black American (including persons having origins in any of the Black racial groups of Africa);
2. Hispanic American (including persons of Central or South American, Cuban, Dominican, Mexican, Puerto Rican, or other Spanish or Portuguese culture or origin, regardless of race);
3. Native American (including persons who are Aleuts, American Indians, Eskimos, or Native Hawaiians);
4. Asian-Pacific American (including persons whose origins are from Brunei, Burma (Myanmar), Cambodia (Kampuchea), China, the Commonwealth of the Northern Marianas Islands, the Federated States of Micronesia, Fiji, Guam, Hong Kong, Indonesia, Japan, Juvalu, Kirbati, Korea, Laos, Macao, Malaysia, Nauru, the Philippines, Samoa, Taiwan, Thailand, Tonga, the U.S. Trust Territories of the Pacific Islands (Republic of Pilau), or Vietnam);

5. Subcontinent Asian American (including persons whose origins are from Bangladesh, Bhutan, India, the Maldives Islands, Nepal, Pakistan, or Sri Lanka);

6. A Woman; or

7. A member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration.

Additionally, any individual who does not fall within one of the above classifications can demonstrate, by a preponderance of evidence, that he or she is socially and economically disadvantaged. MTA will follow the guidelines in 49 CFR Part 26, Appendix E, on a case-by-case basis to evaluate a claim by such an individual.

An individual cannot be presumed or determined to be economically disadvantaged if he or she has a personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary residence.)

D. Race-Neutral

A procedure or program that is used to assist all small businesses. For the purposes of this Program, race-neutral includes gender neutrality.

E. Race-Conscious

A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.

F. Personal Net Worth

The net values of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

G. Unified Certification Program or California Unified Certification Program (UCP)

Under 49 CFR Section 26.81, all DOT recipients in a state must agree to be bound by a single certification program within their state. Effective January 1, 2002, the UCP went into effect, which created a One Stop Certification process. The UCP eliminated the need for firms to acquire multiple DBE certifications throughout California by the creation of a reciprocity agreement among all UCP member agencies, which receive funding from the United States Department of Transportation. A DBE certification issued to a firm in California will be accepted by all other UCP member agencies. DBE certified firms are placed in the California UCP database maintained by the California Department of Transportation (Caltrans). All UCP member agencies, as well as firms and agencies in both private and public sectors, use this database to locate DBE businesses.

NOTE: The database of certified DBEs is located on the California Unified Certification Program (CUCP) database accessible on the Caldrons Civil Rights webpage at <http://www.dot.ca.gov/ucp/GetLicenseForm.do>. Businesses can be viewed on individual basis using Firm ID or name. You can view listing of businesses sorted by district, county, NAIC codes, and other categories.

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

III. DBE PROGRAM PROCEDURES

The Agency has adopted a DBE Program in accordance with the Regulations.

It is the policy of the Agency to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to MTA's construction, procurement and professional services activities. To this end, MTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE program. In connection with the performance of this contract, the Consultant will cooperate with MTA in meeting these commitments and objectives, as explained more fully below.

A. Consultant Assurances

Pursuant to 49 CFR Section 26.13, the Consultant makes the following assurances and will include these assurances in any agreements it makes with sub consultants in the performance of this contract:

The Consultants or Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the Consultant or Subconsultant 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 MTA deems appropriate.

B. Contract Goals

MTA's CCO shall establish contract-specific DBE participation goals on particular prime contracts with subconsulting opportunities to the extent that MTA cannot achieve its annual overall goal with race-neutral measures. The contract-specific goal shall apply to the percentage of participation of DBEs in the total contract work.

IV. DBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. DBE Participation Goal

A zero (0%) DBE participation goal has been established for this contract. MTA encourages proposer to use good faith efforts to solicit DBEs for this contract if available.

If a goal has been set for this contract, a proposer to be determined responsive, 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 a written report with supporting documentation 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.

B. DBE Participation

MTA strongly encourages the prime consultant to make every good faith effort to include DBEs to perform meaningful work in all aspects of the project. To accomplish these efforts, the following guidance is provided:

1. Nature of DBE Participation

DBE participation includes contracts (other than employee contracts) with DBEs for any goods or services specifically required for the completion of the work under the Agreement. A DBE may participate as a prime consultant, subconsultant, joint venture partner with a prime consultant, vendor of material or supplies incorporated or expended in the work, or a supplier of other services such as shipping, transportation, testing, equipment rental, insurance services and other support services necessary to fulfill the requirements of the Agreement.

2. Function

A DBE 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, a DBE may contract out a portion of the work if it is considered to be a normal industry practice. If a DBE consultant subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

3. Counting the amount of DBE Participation

Pursuant to 49 CFR Section 26.55, DBE participation includes that portion of the contract work actually performed by a certified DBE with its own forces. A DBE may participate as a prime consultant, subconsultant, joint venture partner, or vendor or supplier of materials or services required by the contract.

A DBE's participation can only be counted if it is performing a commercially useful function on the contract as defined in 49 CFR Section 26.55(c). The DBE must be listed for the type of work for which it has been certified if it is to be counted. A DBE is performing a commercially useful function when it actually

performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the DBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function.

The Consultant shall determine the amount of DBE participation for each DBE performing work on the contract in terms of both the total value of the work in dollars and the percentage of the total contract bid price. The Consultant shall also determine the total amount of DBE participation for the entire contract. The Consultant shall count DBE participation according to the following guidelines and in accordance with 49 CFR Section 26.55:

a. DBE Prime Consultant

Count the entire dollar amount of the work performed or services provided by the DBE'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 DBE participation by the DBE Prime Consultant.

b. DBE Subconsultant

Count the entire amount of the work performed or services provided by the DBE'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 Consultant or supplier) and reasonable fees and commissions charged for the services. Do not count any work subcontracted by a DBE subconsultant to another firm as DBE participation by said DBE subconsultant. If the work has been subcontracted to another DBE, it will be counted as DBE participation by that other DBE.

c. DBE Joint Venture Partner

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

d. Other DBEs

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

e. Materials or Supplies

Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
- (2) For purposes of this paragraph (e)(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 a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE 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.

C. Meeting the DBE Participation Goal

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

D. Submission of Certification for DBEs

1. Proposers and subconsultants must already be certified as DBEs by the UCP on the proposal due date to qualify to meet the DBE subcontracting goals. Firms that wish to be certified as DBEs can obtain DBE certification applications from MTA at the following address:

San Francisco Municipal Transportation Agency (MTA)
Contract Compliance Office
One South Van Ness Avenue, 3rd Floor
San Francisco, California 94103
(415) 701-4443

Completed DBE certification applications can be returned to MTA or another certifying agency. Certification applications can be obtained by downloading from website http://www.dot.ca.gov/hq/bep/business_forms.htm or by calling (415) 701-4436. A list of certifying agencies is provided on the DBE certification application.

Application for certification may be made at any time and once approved will be good for a period of at least five years unless and until certification has been removed. Project by project certification will not be required; however, if the status of the DBE changes during the certification period, the certification may no

longer be valid. In such cases, a newly completed certification application may be submitted to the address indicated above.

To be certified as a bona fide DBE, a firm has the burden of showing, by a preponderance of the evidence, that it meets the DOT definitions and requirements set forth in Part II above.

V. TRAINEES – San Francisco Municipal Transportation Agency (MTA) Employment Training Program

- A. Training Requirements:** MTA requires all consultants to comply with MTA’s 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 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 MTA.
- D.** The Employment Training Program is based on the project fee will consist of participation of individuals as on-the-job trainees which are 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 professional 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 or 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 MTA 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. The trainee 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 Professional Engineering Services 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.
- E The Consultant shall provide additional office equipment (i.e., computers, desks and chairs) for trainees. The Consultant shall provide travel costs if the individual has to travel 50 miles or more to get to the job.
- F. 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.
- G. 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.

- H. The Consultant shall provide MTA 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 specific skills/disciplines for job.
 - d. A college degree is not a requirement for a trainee and the job description should so indicate.
- I. The Consultant shall submit to MTA on a monthly basis a Workforce Information report regarding the status of the trainees.
- J. MTA's Contract Compliance Office will monitor the contract trainee requirements for compliance.
- K. 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.

VI. EVALUATION OF PROPOSALS

A. CCO Evaluation

As stated in Section IV.A, above, a proposer that fails to demonstrate that it achieved the contract-specific DBE 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, the CCO shall evaluate all proposals with regard to the DBE requirements. Should the CCO determine that additional information is needed to evaluate a proposer's submission, the CCO shall request said proposer or listed DBE to submit the required information, which shall be due within five (5) days of the request.

2. Determination of Amount of DBE Participation

The 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 (MTA FORM No. 1) for accuracy and shall compare it to the contract-specific goal, if any, established for the contract.

3. Evaluation of DBE Certification Status

MTA requires that any DBEs listed by proposers for participation in the contract be certified by proposal due date. The CCO shall review the proposer's Consultant/Joint Venture and Subconsultant Participation Report (MTA FORM No. 1) to confirm the certification status of each DBE. MTA will accept current certifications by MTA and other DOT recipients authorized under the CUCP to perform certifications.

4. Good Faith Efforts

If the amount of DBE participation does not meet the DBE goal, the CCO shall review the good faith efforts report submitted by the proposer with its proposal. The 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 DBE goal in accordance with 49 CFR Part 26 Appendix A.

A proposer must submit a report explaining the steps taken and the reasons the efforts were not successful to obtain DBE participation. The following is a list of types of actions that the proposer should consider as part of its good faith efforts to obtain DBE 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 preproposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.

c. Providing interested DBEs 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 DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subconsultants and suppliers and to select those portions of the work of material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.

(ii) A proposer using good business judgment would consider a number of factors in negotiating with subconsultants, including DBE 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 DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE 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 DBEs if the price difference is excessive or unreasonable.

e. **Not rejecting DBEs 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 DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.**

g. **Effectively using the services of available minority/women community organizations; minority/women consultants' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.**

B. Recommendation for Award of Contract

1. Evaluation of Proposals

The 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 the CCO if a request for additional information is made during this evaluation process.

2. Proposer's Right to Reconsideration

In the event that the CCO determines that the highest-ranked proposer has not met the contract goal and has not demonstrated good faith efforts to do so prior to bid submission, the CCO will notify the proposer in writing. The notification shall include the reasons for the determination. The notification shall also inform the proposer of its right to submit further written documentation or seek reconsideration from the Department Manager, Office of Civil Rights at BART or another manager in the Civil Rights Office at BART familiar with MTA's Program ("Appellate Official") prior to the time that a recommendation for award of contract is presented to the Agency. The Appellate Official shall provide the proposer with a written decision.

In the event that the Appellate Official finds that the proposer has not met the contract goal or demonstrated good faith efforts, the CCO will deem said proposer not responsive and evaluate the proposer with the next highest ranking. There shall be no further appeal from the Appellate Official's determination in this regard.

3. CCO's Recommendation for Award

Following the determination of the highest-ranked proposer, the CCO shall prepare a report on the proposer's compliance with the DBE Program requirements at the time contract award is considered. MTA will follow the award of contract and protest procedures described in the Request for Proposals.

C. Successful Proposer

1. Substitution of Subconsultants and Suppliers

The Consultant shall not terminate a DBE subconsultant or supplier for convenience and then perform the work with its own forces. The Consultant must make good faith efforts to substitute another DBE for an original DBE subconsultant or supplier when the original DBE subconsultant or supplier is terminated or fails to complete the work on the contract. The Consultant shall notify MTA in writing of any request to substitute a DBE subconsultant or supplier and provide the CCO with any documentation requested to support the substitution. The CCO must approve the request in writing in order for the substitution to be valid. The substitution may also have to be approved by the Agency's Board of Directors.

2. Addition of Subconsultants and Suppliers

The Consultant shall notify the CCO prior to any addition of a DBE or non-DBE subconsultant or supplier to the project and submit MTA Form No. 4 from each new subconsultant or supplier. Any new DBE subconsultant or supplier approved by the CCO also must submit a MTA Form No. 5.

3. Prompt Payment to Subconsultants

In accordance with MTA's DBE 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 the 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 (5) working days of such payment, Consultant shall provide City with a declaration under penalty of perjury that it has promptly paid such subconsultants for the work they have performed. Failure to provide such evidence shall be cause for City to suspend future progress payments to Consultant.

Consultant may withhold retention from subcontractors if City withholds retention from Consultant. Within thirty (30) days of City's payment of retention to Consultant for satisfactory completion of all work required of a subconsultant, Consultant shall release any retention withheld to the subconsultant. Satisfactory completion shall mean when all the tasks called for in the subcontract 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.

4. Reporting Requirements

The Consultant shall maintain records of all DBE participation in the performance of the contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs. The Consultant shall submit DBE participation reports to MTA on a monthly basis, or as otherwise directed by the CCO. The reports shall identify the name and address of each DBE performing work on the project, and show the total dollar amount requested for payment and the total dollar amount actually paid to each DBE. Within thirty (30) days of completion of the contract, or as otherwise directed by the CCO, the Consultant shall submit a final summary DBE report to the CCO.

D. Administrative Remedies

1. Monitoring DBE Participation

The CCO shall monitor and track the actual DBE participation through consultant and subconsultant reports of payments, site visits and other appropriate monitoring. The CCO shall ensure that DBE participation is counted towards contract goals and the overall annual goal in accordance with the Regulations.

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

The CCO will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

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

2. Enforcement Mechanisms

i. Reporting to DOT

MTA 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 DBE 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 DBE Program.

ii. Liquidated Damages

If the Consultant fails to meet any or all of the DBE participation goals called for under the Contract, or has failed to demonstrate good-faith efforts to do so, the City will suffer actual damages that will be impractical or extremely difficult to determine. Such damages may include, but are not limited to, potential loss of all or part of the FTA grant, and the cost of development, implementation, administration, and enforcement of the Agency's DBE Program. The liquidated damages shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Consultant's failure to comply with the DBE requirements. Pursuant to FTA Circular C 4716.1A (July 26, 1988), Chapter I (9), the City may impose liquidated damages on the Consultant and the Consultant shall pay the City the amount set forth below. The City may deduct these liquidated damages from any payments due the Consultant or from any funds retained.

For failure to meet any or all of the DBE participation goals or to demonstrate good-faith efforts to do so, liquidated damages may be imposed in an amount equal to the difference between the DBE participation goals and the actual DBE goal attainment at the time a deficiency is determined, multiplied by the liquidated damage assessment as set forth below.

The Consultant shall pay an amount to be determined for each tenth (0.1%) percentage point below the DBE goals.

(Example: On a contract where there is a 26% DBE participation goal, Consultant achieved only 22.59% DBE participation at Contract closeout and did not demonstrate good faith efforts to meet the goal. The liquidated damages would be 26 minus 22.59, or 3.41 percentage points, multiplied by \$50,000.00 for each .1% point, for a total of (\$1,705,000.00).

E. Confidentiality

MTA will safeguard from disclosure from third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local laws. Notwithstanding any contrary provisions of state or local law, MTA 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.

VII. 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, unless a later time is authorized by the CCO, may RESULT IN REJECTION OF THE PROPOSAL. The following forms are included in the request for proposal:

FORM No. 1	Consultant/Joint Venture Partner and Subconsultant Participation Report	18
FORM No. 2	Supplier List	19
FORM No. 3	Questionnaire on Recruitment, Hiring, and Training Practices for Consultants	20
FORM No. 4	Subconsultant Participation Declaration	26, if applicable
FORM No. 5	Disadvantaged Business Enterprise Acknowledgment Declaration	27, if applicable
FORM No. 6	Subcontractor Payment Report	29
FORM No. 7	Subconsultant Payment Declaration	31
FORM No. 8	Amendment – Modification of Professional Service Contracts	33
MTA FORM No. 9	Consultant Exit Report and Declaration	DBE - 35
SCHEDULE B	Joint Venture Participation Form	From CCO, if needed

Note: The following instructions are included for the convenience of proposers in preparing their proposals and for consultants to monitor DBE 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. TO BE SUBMITTED ON PROPOSAL SUBMISSION DATE:

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.

MTA FORM NO. 1 - CONSULTANT/JOINT VENTURE AND SUBCONSULTANT PARTICIPATION REPORT

All proposers are required to complete this form and include the names of the DBEs being used, a description of the work they will perform, the services or supplies which will be provided by each and the dollar value of each DBE transaction.

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

Proposers whose Consultant/Joint Venture and Subconsultant Participation Report (MTA FORM No. 1) indicates that the DBE goal has not been met shall submit with its proposal a written report with supporting documentation covering all actions

taken by the proposer to meet the DBE goal prior to the submittal of the proposal. The proposer should pay close attention to the section on Good Faith Efforts (Part VI.A.4, page 11) prior to completing the written report. If the CCO requires further information following its review of the report, the proposer shall submit such information within five days of the request.

☐ MTA FORM No. 2 – PROPOSERS/BIDDERS LIST

Pursuant to 49 CFR Section 26.11, MTA 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 “Proposers/Bidders List” to the maximum extent feasible, supplying the requested information on **all firms** quoting on this contract (including the proposer submitting the form).

- ☐ **MTA FORM No. 3 – QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR CONSULTANTS** (To be completed by proposers, joint venture partners and subconsultants.).

☐ MTA 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 DBEs, all proposers or subconsultants, as appropriate, shall submit a completed MTA FORM No. 4 to the Contract Compliance Office with its proposal unless a request for an extension of time is granted by CCO.

Subconsultants using DBEs as lower tier subconsultants, suppliers or service agents shall also submit MTA FORM No. 4 with the proposal unless a request an extension of time is granted by CCO.

☐ MTA FORM No- 5-DISADVANTAGED BUSINESS ENTERPRISE ACKNOWLEDGEMENT DECLARATION (to be submitted by each listed

DBE consultant)

Every listed DBE subconsultant or supplier, including lower tier subconsultants, must submit the completed declarations to the proposers. The proposers shall submit the completed declarations and copies of the subconsultants’ or suppliers’ proposal quotations with its proposal to the Contract Compliance Office, unless an extension of time is granted by CCO.

☐ Schedule B - Joint Venture Participation Form

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 the CCO.

C. CONSULTANT POST-AWARD FORMS

□ MTA 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 MTA FORM No. 6 for the immediately preceding period for DBE joint venture partners and all subconsultants that are utilized on the Contract.

□ MTA FORM No. 7 - SUBCONSULTANT PAYMENT DECLARATION Consultant shall complete MTA FORM No. 7 and submit it to CCO (copy to Project Manager) within five (5) working days following each payment to subconsultants in compliance with prompt payment requirements (see page DBE-14, C-3) Note: This form shall provide evidence that the Consultant has complied with the prompt payment provisions of the Contract.

□ MTA FORM No. 8 – DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICES CONTRACTS

This form shall be completed 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.

□ MTA FORM No. 9 - CONSULTANT EXIT REPORT AND DECLARATION

Consultant, including all joint venture partners, if any, shall complete MTA 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 MTA FORM No. 9 and have it executed by all DBE joint venture partners and all subconsultants.

MTA FORM No. 1 - CONSULTANT/JOINT VENTURE PARTNER AND SUBCONSULTANT PARTICIPATION REPORT

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	DBE		NON-DBE		SCOPE OF WORK & CERTIFICATION NO.	% OF PROJECT WORK	ANTICIPATED DOLLAR VALUE OF PARTICIPATION
	MALE	FEMALE	MALE	FEMALE			
					Total DBE (Male)		
Name & Signature: Authorized Officer of Consultant Firm (Print or Type)					Total DBE(Female)		
					Total Non-DBE (Male)		

Date		Total Non-DBE(Female)		
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**MTA FORM NO. 3
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
QUESTIONNAIRE
NONDISCRIMINATION REQUIREMENTS**

Professional or Technical Services

Instructions

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, MTA will not consider your proposal. For firms selected as finalists, all DBEs participating in the project must be certified prior to contract award.

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

(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:

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.)

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

4. Describe briefly how employees at various levels are hired (see Workforce Breakdown #8).

A. Technicians and/or others.

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 San Francisco MTA Contract Compliance Office, One South Van Ness Avenue, 3rd Flr. 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.

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 DBE-24.)

- 8a. Hires in last 12 months. (Complete separate form, Page DBE-25.)

END OF MTA FORM NO. 3

TOTAL																
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3/30/95

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.

Part-time																
TOTAL																

3/30/95

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 _____

PROPOSAL DUE DATE SUBMITTAL
MTA FORM No. 4

SUBCONSULTANT PARTICIPATION DECLARATION

(To be submitted by the prospective prime consultant or subconsultant, as appropriate, to the Contract Compliance Office with its proposal on proposal submission date.)

_____,
(Name and Title)

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

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

orders to the following Disadvantaged Business firms: (If the firm is a joint venture, you must attach a copy of the joint venture agreement.)

Name and Address of DBE	BE Certified	lic.#	ender F	thnicity	e of Work (Describe)	Amount b-Contract	Contract

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

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)

Dated: _____

PROPOSER: _____

PROPOSAL DUE DATE SUBMISSION

MTA FORM No. 5

DISADVANTAGED BUSINESS ENTERPRISE ACKNOWLEDGMENT DECLARATION

Every listed DBE subconsultant or supplier (including lower tier subconsultant) must submit the completed declarations to the Prime Consultant. The Prime Consultant shall submit completed declarations and copies of the subconsultants' or suppliers' proposal quotations directly to the Contract Compliance Office with its proposal on proposal submission date.)

(Owner or Authorized Representative and Title)

declares that _____ will award a
(Name of Prime Consultant)

subcontract in the amount of \$ _____, or a purchase order in the
amount of \$ _____ to _____
(Name of your firm)

License No. _____. Nature of work to be performed by DBE: _____

FORM OF OWNERSHIP FOR DISADVANTAGED 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 DBE 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 _____% of our work to _____
(Name of Subconsultant)

in the amount of \$_____. 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 DBE as defined under the Municipal Railway Department's DBE Program.

Owner/Authorized Representative (Signature)

Name & Title (Please Print)

Address

Telephone No.

7.

8.

9. END OF MTA FORM NO. 5

POST AWARD SUBMITTAL

MTA 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: 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 Change Orders, Amendments and Modifications to Date	\$
3. Total Contract to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2)	\$
4. Amount Invoiced this Reporting Period	\$
5. Total Amount Paid to Date including Retention (excluding Line 4)	\$
6. Amount of Progress Payment Requested to Date (Line 4 + Line 5)	\$
7. Percent Complete (Line 6 ÷ Line 3)	
8. Reporting Period - From (date):	To (date):

Owner/Authorized Representative (Signature)

Owner/Authorized Representative

Name & Title (Please Print) Date

Name & Title (Please Print) Date

Firm Name Firm Name

() ()

() ()

Telephone Fax Telephone Fax

Telephone Fax

TOTALS							

END OF MTA FORM NO. 6

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I/We declare under penalty of perjury under the laws of the State of California that the above information is complete, and that the tabulated amounts paid to date are accurate and correct.

Prime Consultant, including each joint venture partner, must sign this form.

 Owner/Authorized Representative (Signature)
 (Signature)

 Owner/Authorized Representative

 Name (Please print/type)

 Name (Please print/type)

 Title (Please print/type)
 Date

 Date

 Title (Please print/type)

 Firm Name

 Firm Name

 Telephone

 Fax

 Telephone

 Fax

END OF MTA FORM NO. 7

POST AWARD SUBMITTAL

MTA FORM No. 8

DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICE CONTRACTS

This section is to be completed 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:	\$	DBE 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	% DBE

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

10.

MTA FORM 8

DECLARATION – AMENDMENTS TO PROFESSIONAL SERVICE CONTRACTS

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>	VENDOR NO.
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 (please state)

END OF MTA FORM NO. 8

POST AWARD SUBMITTAL

MTA FORM No. 9

CONSULTANT EXIT REPORT AND DECLARATION

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

TRANSMITTAL To: Project Manager Copy: Contract Compliance Office

From: Consultant: _____

Date Transmitted: _____

Consultant must complete MTA Form 9, Page 2 and have it executed by all DBE 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 forty (40) days after the date of MTA's final payment under the Contract.

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

Owner/Authorized Representative (Signature) **Owner/Authorized Representative (Signature)**

Name (Please print/type)

Name (Please print/type)

Title (Please print/type) Date

Title (Please print/type) Date

Firm Name

Firm Name

() _____
Telephone

() _____
Fax

() _____
Telephone

() _____
Fax

TOTALS				
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END OF MTA FORM NO. 9

ATTACHMENT 3

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 RFQ: **SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY,
REQUEST FOR QUALIFICATIONS TO PROVIDE REAL ESTATE APPRAISAL
SERVICES**

3. I attest that I and all members of the firm listed above will and have complied to date with Section VI (J) of the above RFQ. Yes
4. I understand that if my firm or any members of the firm listed above are found to be in violation of the Section VI (J) of the above RFQ, 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 _____

ATTACHMENT 4

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

*PROTEST PROCEDURES
FOR THE
SELECTION OF APPRAISERS
FOR FEDERALLY ASSISTED CONTRACTS
DATED: November 2007*

1. Policy

In the event that any protests, discrepancies, or legal questions arise during the selection of qualified appraisers pursuant to a Request for Qualifications (RFQ), the Contract Manager shall report unresolved protests to the Executive Director/CEO, who shall review the protest and recommend its resolution to the Municipal Transportation Agency. These procedures shall be included in all RFQs for appraisers.

2. Definitions

Contract Manager (CM) refers to the person with whom contact is expressly authorized by this RFQ under Section VI(B) of the RFQ.

Proposal means the response to the RFQ submitted by potential appraisers.

City means the City and County of San Francisco, acting through the Municipal Transportation Agency.

Chief Financial Officer (CFO) refers to the Chief Financial Officer of the MTA.

Contract Compliance Office (CCO) is the MTA office that administers compliance with federal regulations governing Disadvantaged Business Enterprises, as well as the MTA's program governing Small Business Enterprises.

Days refers to working days of the City and County of San Francisco (unless otherwise indicated).

Executive Director/CEO refers to the Executive Director/CEO of the MTA.

Disadvantaged Business Enterprise (DBE) is a for-profit, small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Federal Transit Administration (FTA) is an operating administration of the U.S. Department of Transportation.

Municipal Transportation Agency (MTA or Agency) is the agency of the City and County of San Francisco that is in charge of the construction, management, supervision, maintenance, extension, operation, use and property of the San Francisco Municipal Railway and the Department of Parking and Traffic, and has exclusive authority over contracting, leasing and purchasing by the Municipal Railway and the Department of Parking and Traffic, subject to certain restrictions of the City's Charter. The Agency acts through its Board of Directors or its Executive Director/CEO.

Protest is a complaint by a proposer regarding the selection process that arises prior to selection and is formally communicated to the Executive Director/CEO, as provided below.

Selection shall mean the date of notification by the Municipal Transportation Agency to all respondents to the RFQ of the formation of the pool of qualified appraisers.

Selection Process includes the phase of the RFQ process up to the date of the notification by the Municipal Transportation Agency to all respondents to the RFQ of the formation of the pool of qualified appraisers.

Small Business Enterprise (SBE) refers to a for-profit, small business concern that qualifies for the program by being certified under any of the following programs: the State of California's Small Business Program, the City and County of San Francisco's LBE Program, or the Federal DBE program.

3. Responsibilities:

3.1 The CM obtains the response to issues not related to DBE/SBE compliance and coordinates the resolution of all protest issues.

3.2 The CCO resolves issues regarding DBE/SBE compliance.

3.3 In the event that a protest is not resolved by the CM, the CFO shall review the protest and make a recommendation to the Executive Director/CEO for final action.

4. Implementation

4.1. Submit Protest

A protest describing the nature of the disagreement must be submitted in writing to MTA no later than five (5) days following notification of proposed selection.

Protests shall be addressed to:

Executive Director/CEO
San Francisco Municipal Transportation Agency
One South Van Ness Ave, 7th Floor
San Francisco, CA 94103

with a copy to:

Senior Manager, Real Estate Unit
Finance and Administration Division
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

4.2 Coordination Efforts

With direction from the Executive Director/CEO, and following the requirements of FTA Circular 4220.1E, the CM shall determine the nature of the disagreement and coordinate resolution efforts.

4.3. DBE or SBE Requirements

If the protest involves meeting DBE or SBE requirements, the CM shall forward a copy of the protest to the Contract Compliance Office for review and recommendations. The CM shall also send a copy to the City Attorney for information.

The CCO shall review DBE or SBE requirements for the project and examine whether the protest has merit. Based on the examination, the CCO shall notify the Director and the CM of its decision. The CM shall provide copies of the decision to the Senior

Manager of the Real Estate Unit. The CM shall then inform the protester, in writing, of the decision, responding at least generally to each material issue raised in the protest. The CM's letter to the protester shall state that (a) the protester may contact the CM to discuss the response, and (b) the protester has the right to appeal his decision to the CFO pursuant to Section 4.5.

Regarding the issue of whether a bidder has met its DBE or SBE goal or demonstrated good faith efforts in reaching the contract-specific DBE or SBE goal, if a goal has been set, the CCO's determination will be administratively final except when the CCO has determined that an apparent low bidder has failed to meet its goal or make the required good faith efforts. In that situation, the procedures in Section V.D.3.v of the Agency's DBE or SBE Program apply to requests for reconsideration from the apparent low bidder. Neither the Executive Director/CEO nor the MTA Board of Directors will have jurisdiction to hear administrative appeals or requests for reconsideration of the CCO's decision on good faith efforts.

4.4 Issues Not Related to DBE or SBE Requirements

If the protest concerns complaints regarding discrepancies in the RFQ documents, missing or required documentation, or the selection process, and is not related to DBE or SBE requirements, the CM or designee shall prepare a memorandum to the City Attorney's Office requesting an opinion on the protest. The CM shall attach a copy of the protest and all documentation from the RFQ and any other document deemed necessary by the attorney.

Upon receipt of the memorandum, the City Attorney's Office will investigate and respond with an opinion to the Executive Director/CEO, the CFO and the CM for review and evaluation. The CM shall provide copies of the opinion to the CCO. The CM shall inform the protester in writing of the CM's recommendation, stating the reasons for the recommendation, and responding at least generally to each material issue raised in the protest. The CM's letter to the protester shall state that (a) the protester may contact the CM to discuss the response, and (b) the protester has the right to appeal the decision to the CFO pursuant to Section 4.5.

4.5 Disagreement by Protester

Except as provided in Section 4.3, in the event that the protester disagrees with the recommendations or decisions rendered, the protester may submit a written request to the CFO for review of the decision within five (5) days of receipt of the CM's letter responding to the protest. The CFO shall review the decision and make a recommendation to the Executive Director/CEO for final action. The CM shall inform the protester of the CFO's recommendation, and whether the Executive Director/CEO concurs with the recommendation.

4.6 Incorporate Legal Opinion/Recommendation

The CM shall incorporate appropriate language reflecting the outcome of the protest in the calendar item and resolution for approval of the contract by the Agency.

4.7 Final Action

The protester shall be notified in writing of the Agency decision regarding the protest and/or award. The action of the Agency is final. Subject to the provisions of Section 4.8, the protester may seek a remedy in State or Federal court, as appropriate, from the final action of the Agency.

4.8 Protest to FTA

FTA may only entertain a protest that alleges that the Agency (1) failed to have written protest procedures; (2) failed to follow its written protest procedures; or (3) failed to review a complaint or protest. A protest to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) days of the date the protester knew or should have known of the violation. A protester must exhaust all administrative remedies with the Agency before pursuing a protest with FTA.

THIS PRINT COVERS CALENDAR ITEM NO. : 10.10

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: TRANSPORTATION PLANNING & DEVELOPMENT

BRIEF DESCRIPTION:

Authorizing the award of San Francisco Municipal Transportation Agency Contract No.1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project Overhead Reconstruction Project, to Abbett Electric Corporation, 1850 Bryant Street, San Francisco, CA 94110, as the lowest responsive and responsible bidder in the amount of \$5,445,300.

SUMMARY:

- On May 15, 2007, the Municipal Transportation Agency Board of Directors adopted Resolution No. 07-067, authorizing bid call for Contract No.1218, Trolley Overhead Reconstruction Project.
- This project involves the replacement of the existing overhead contact system including the demolition of the existing system on a portion of the 22-Fillmore and 33-Stanyan lines. The scope of work includes installation of new steel poles, traction power cables and appurtenances, as well as installing underground conduits in new duct banks. The streetlights, traffic signals and curb ramps will also be replaced.
- SFMTA received three bids opened on October 18, 2007. Staff recommends awarding Contract No.1218 to Abbett Electric Corporation, the lowest responsive and responsible bidder, in the amount of \$5,445,300. The construction work is to be substantially completed within 365 calendar days from the Notice to Proceed.
- The Contract Compliance Office has reviewed this calendar item and has confirmed that the contractor has committed to meet the Small Business Enterprise (SBE) goal of 15 percent.
- The City Attorney's Office has reviewed this calendar item.
- Federal and local sources will provide funding for this Contract.

ENCLOSURES:

1. MTAB Resolution
2. Project Budget and Financial Plan

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY _____

ADOPTED RESOLUTION Contracting Section Attn: Gigi Pabros
BE RETURNED TO: 1 South Van Ness Avenue, 3rd Floor
San Francisco, CA 94102

ASSIGNED MTAB CALENDAR DATE: _____

EXPLANATION:

San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project, is a construction contract to reconstruct a portion of the existing overhead system on those lines. The Project is part of SFMTA's multi-year Overhead Program to rehabilitate various aging segments of its Overhead Contact Systems (OCS). The goal of the program is to revitalize the deteriorated system to reduce maintenance, improve system reliability, and minimize operational problems.

Muni's No. 33 Stanyan is a cross-town trolley line that provides passenger service from the Potrero Avenue and 24th Street loop to the terminus on Sacramento between Arguello and Cherry Streets. It shares a common service route with the No. 22 Fillmore on 16th Street from Potrero Avenue to Mission Street, and with the No. 14 Mission on Mission Street from 16th Street to 18th Street.

The scope of work for this project includes replacement of trolley wires, overhead special work, deteriorated trolley poles and other OCS hardware on 16th Street from South Van Ness Avenue to Kansas Street, on Vermont Street from 16th Street to 17th Street, and on 17th Street from Vermont to Kansas Street. The scope also includes construction of a new duct-bank and manholes and replacement of the existing deteriorated traction power system underground on 16th Street between Potrero Avenue and Kansas Street. The streetlights, traffic signals and curb ramps will also be replaced.

Because many portions of the OCS on the two lines have been replaced over the years or are in adequate condition, SFMTA staff has determined that only the above-described portions of the lines require immediate replacement under this Contract.

The time allotted for substantial completion is within 365 calendar days from the date of the Notice to Proceed. Liquidated damages will be \$2,500 per day for each day that the Contractor fails to achieve substantial completion.

On May 15, 2007, the Municipal Transportation Agency Board of Directors adopted Resolution No. 07-067, authorizing bid call for SFMTA Contract No.1218, Trolley Overhead Reconstruction Project. The SFMTA received the following three bids opened on October 18, 2007:

<u>Bidder</u>	<u>Bid Amount</u>
1. Abbett Electric Corporation 1850 Bryant Street, San Francisco, CA 94110	\$5,445,300
2. Balfour Beatty Rail, Inc. 797 7 th Street, San Francisco, CA 94110	\$7,394,105

3. Shimmick Construction Co., Inc.	\$7,962,740
24200 Clawiter Road, Hayward, CA 95545	

PAGE 3.

The bid from Balfour Beatty was determined to be non-responsive as it failed to acknowledge issued addenda, and for submitting an incorrect proposal form and schedule of bid prices.

The engineer's estimate for this construction contract is \$5,796,562; the low bid for this work is 6% or \$351,262 below the engineer's estimate. San Francisco Municipal Transportation Agency staff recommends the low bid from Abbett Electric for approval.

SFMTA Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project would assist in the implementation of the following goals, objectives, and initiatives in the SFMTA Strategic Plan:

Strategic Plan Goal 1: To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First policy.

- 1.1 Improve safety and security across all modes of transportation.
- 1.5 Increase percentage of trips using more sustainable modes.

Strategic Plan Goal 2: Customer Focus

- 2.1 Improve transit reliability

Funding for the No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project is from Federal Transit Administration and San Francisco County Transportation Authority grants.

The Contract Compliance Office has established a Local SBE goal of 15% for this contract and confirmed that the contractor has committed to meet this goal.

The City Attorney's Office and the Contract Compliance Office have reviewed this calendar item.

Staff recommends that this Board approve the lowest responsive and responsible bid and authorize award of this contract to Abbett Electric Corporation, in the amount of \$5,445,300.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project, is a project to reconstruct the existing overhead contact system on a portion of those two Muni lines; and,

WHEREAS, The work performed for this project is the replacement of trolley wires, overhead special work, deteriorated trolley poles and other OCS hardware on 16th Street from South Van Ness Avenue to Kansas Street, on Vermont Street from 16th Street to 17th Street, and on 17th Street from Vermont to Kansas Street; the construction of a new duct-bank and manholes and the replacement of the existing deteriorated traction power system underground on 16th Street between Potrero Avenue and Kansas Street; and the replacement of streetlights, traffic signals and curb ramps; and,

WHEREAS, On May 15, 2007, the MTA Board of Directors adopted Resolution No. 07-067, authorizing bid call for SFMTA Contract No.1218; and

WHEREAS, The SFMTA received three bids on October 18, 2007; the lowest responsive and responsible bidder was Abbett Electric Corporation, 1850 Bryant Street, San Francisco, CA 94110, with a bid of \$5,445,300; and,

WHEREAS, The project is funded with Federal Transit Administration and San Francisco County Transportation Authority grants; and

WHEREAS, The contractor has agreed to meet the Small Business Enterprise goal of 15 percent; and

WHEREAS, This Contract will assist SFMTA in meeting the objectives of the strategic plan Goal No. 1 to provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First policy and Goal No. 2 to improve transit reliability; now, therefore, be it

RESOLVED, That the MTA Board of Directors authorizes the award of San Francisco Municipal Transportation Agency Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project., to Abbett Electric Corporation in an amount not to exceed \$5,445,300.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

ENCLOSURE 2

PROJECT BUDGET AND FUNDING PLAN
No. 22 FILLMORE AND No. 33 STANYAN TROLLEY OVERHEAD RECONSTRUCTION
PROJECT
Contract 1218

Item	Budget
Conceptual Engineering Report:	
Staff Support (SFMTA and Other Dept. Services)	\$546,000
Design Phase:	
Staff Support (SFMTA and Other Dept. Services)	\$1,000,000
Construction Phase:	
Construction Contract	\$5,445,300
Staff Support (SFMTA and Dept of Admin Services)	\$2,131,350
Contingency	\$777,350
Total Cost	\$9,900,000

Funding	Amount
Federal Grants : Section 5307	\$7,920,000
Local Grants : Proposition K	\$1,980,000
<u>Total Funding</u>	\$9,900,000

**MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: Finance

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute a one-year Operating Agreement and License with Friends of the Cable Car Museum, Inc.

SUMMARY:

- On November 21, 2000, the SFMTA Board adopted Resolution No. 00-117, which authorized the Director of Transportation to execute an Operating Agreement and License ("Agreement") with the Friends of the Cable Car Museum, Inc. (FCCM) for the management of the Cable Car Museum and Gift Shop for five years.
- On November 15, 2005, the SFMTA Board adopted Resolution No. 05-170, which authorized a one-year extension of the Agreement until November 30, 2006.
- On November 21, 2006, the SFMTA Board adopted Resolution No. 06-147, authorizing a second one-year extension, to November 30, 2007.
- Because the FCCM owns many of the most important artifacts on display in the museum, determining how best to structure a new Agreement between the SFMTA and the FCCM has been very complex.
- Over the course of the last year, negotiations have settled on a framework for a new Agreement, which would grant a license to the FCCM for a period of years, with the license fee being waived, at the end of which time the artifacts would become the property of the SFMTA.
- The SFMTA has obtained an appraisal of the artifacts, but their value is disputed by the FCCM. In order to allow time for further negotiation, a new one-year Agreement is proposed, with the same terms as the original Agreement and subsequent extensions.
- The attached Resolution authorizes the Executive Director/CEO to execute a new Operating Agreement and License with the FCCM, commencing retroactively on December 1, 2007, and ending on November 30, 2008.

ENCLOSURES:

1. SFMTAB Resolution
2. Operating Agreement and License

APPROVALS:

DATE

DEPUTY OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR _____

SECRETARY _____

ADOPTED RESOLUTION _____
BE RETURNED TO _____

ASSIGNED SFMTAB CALENDAR DATE: _____

EXPLANATION:

The Municipal Railway's Cable Car Museum, which has been operating since 1974, is located on a mezzanine in the Cable Car Barn, overlooking the cable machinery and a machine shop. Since August of 1993, as first authorized by the Public Utilities Commission, the operator of the Museum has been the Friends of the Cable Car Museum, Inc. (FCCM), a non-profit organization. On November 21, 2000, the SFMTA Board adopted Resolution No. 00-117, which approved an Operating Agreement and License ("Agreement") between the City and FCCM for a five-year term beginning December 1, 2000. Under the Agreement, FCCM has been obligated to curate the exhibits in the museum and to pay the SFMTA a minimum of \$50,000 per year for the license to operate the gift shop.

On November 15, 2005, the SFMTA Board adopted Resolution No. 05-170, which authorized a one-year extension of the Agreement with the FCCM, in order to conduct a thorough and careful competitive process for selecting a new licensee. However, a complicating factor in the process is that the FCCM owns many of the exhibits in the Museum, including the only known remaining original cable car built by Andrew Hallidie in 1871. Ownership of the artifacts gives FCCM an unfair advantage in any competitive process. The first step in resolving this matter was to hire an appraiser to establish the value of the artifacts. To allow time for that process, the SFMTA Board adopted Resolution No. 06-147 on November 21, 2006, which authorized another one-year extension of the Agreement with the FCCM. On September 18, 2007, the SFMTA received a report from Railway Preservation Resources, Inc, that determined the fair market value of the artifacts to be \$370,000.

Staff has determined that the best way to resolve the matter of the ownership of the artifacts would be to enter into a sole-source Agreement with the FCCM, under which they would continue to manage the Museum for a period of years, with no license fee required, at the end of which time the SFMTA would own the artifacts. The details of such an Agreement, however, remain to be negotiated, due in part to the fact that the value of the artifacts is still in dispute and the FCCM is in the process of obtaining its own appraisal.

The latest extension of the Agreement expired on November 30, 2007, and in order to provide enough time to resolve the outstanding issues concerning a new agreement, staff proposes that the SFMTA enter into a new, interim Agreement for one year. The new Agreement, attached, will have the same terms as the original Agreement dated December 1, 2000. It is structured to commence retroactively on December 1, 2007, and to end on November 30, 2008. The accompanying Resolution authorizes the Executive Director/CEO to execute this new Agreement. By providing time to negotiate a new, long-term Agreement for the operation of the Cable Car Museum, this will aid in the implementation of two of the SFMTA's strategic goals: Improved Communication and Improved Financial Stability (Goals 3 and 4, respectively, in the 2008-2012 Strategic Plan).

The City Attorney's Office has reviewed this Calendar Item and approved the Operating Agreement and License as to form. The Contract Compliance Office has approved the Calendar Item.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The Cable Car Museum in the Municipal Railway's Cable Car Barn provides a free and educational museum experience for residents and tourists alike; and

WHEREAS, On November 21, 2000, the Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 00-117, which approved a five-year Operating Agreement and License ("Agreement") between the City and Friends of the Cable Car Museum, Inc. (FCCM) for a term beginning December 1, 2000; under the Agreement, FCCM is obligated to curate the exhibits in the Museum and to pay the SFMTA a minimum of \$50,000 per year for the license to operate the Museum Gift Shop; and

WHEREAS, On November 15, 2005, the SFMTA Board of Directors adopted Resolution No. 05-170, which approved a one-year extension of the Agreement, under the same terms as in the original Agreement; and

WHEREAS, On November 21, 2006, the SFMTA Board adopted Resolution No. 06-147, which approved a second one-year extension of the Agreement; and

WHEREAS, The FCCM owns many of the most important and interesting artifacts on display in the Museum; and

WHEREAS, The SFMTA wishes to gain ownership of the artifacts, and has obtained an appraisal of their value; and

WHEREAS, The FCCM disputes the conclusion of the appraisal and is obtaining its own appraisal; and

WHEREAS, It is anticipated that the terms of a new Agreement, under which the SFMTA would gain ownership of the artifacts by the end of the term, can be negotiated in less than one year; and

WHEREAS, A new Agreement between SFMTA and FCCM will aid in the implementation of Goals 3 and 4 in the SFMTA's 2008-2012 Strategic Plan: Improved Communication and Improved Financial Stability; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute a new Operating Agreement and License with the Friends of the Cable Car Museum, Inc., for a term of one year, from December 1, 2007, through November 30, 2008, with all other material terms remaining the same as in the Agreement entered into on December 1, 2000.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

**CITY AND COUNTY OF SAN FRANCISCO
OPERATING AGREEMENT
AND LICENSE**

THIS OPERATING AGREEMENT AND LICENSE ("Agreement"), dated as of _____, 2008, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") by and through its Municipal Transportation Agency ("Agency") and Friends of the Cable Car Museum, Inc. ("Licensee").

RECITALS

- A. On November 21, 2000, Agency's Board of Directors adopted Resolution No. 00-117, which authorized the Director of Transportation to execute an Operating Agreement and License ("2000 Agreement") with the Friends of the Cable Car Museum, Inc. (FCCM) for the management of the Cable Car Museum and Gift Shop for five years.
- B. On November 15, 2005, the Board adopted Resolution No. 05-170, which authorized a one-year extension of the 2000 Agreement until November 30, 2006, and on November 21, 2006, the Board adopted Resolution No. 06-147, authorizing a second one-year extension, to November 30, 2007.
- C. The parties intend to enter into a new one-year agreement under the same terms and conditions as the 2000 Agreement; during the year, the parties intend to negotiate a new license agreement under which the Agency would acquire certain artifacts from Licensee by the end of the term of the agreement.

NOW, THEREFORE, In consideration of the covenants and agreements contained in this Agreement, and of the payment of monies by Licensee as required under this Agreement, the parties mutually agree as follows:

1. SCOPE OF AGREEMENT

a. Permission Granted. City confers to Licensee a license to enter upon and use the following areas ("Licensed Areas") of the Cable Car Barn at Washington and Mason Streets in San Francisco:

First floor mezzanine area, and the lobby and stairway from the ground level to the mezzanine at the Mason Street entrance at the corner of Washington Street . City also grants Licensee, its customers, patrons, invitees, purveyors, suppliers, employees, officers and agents direct access and egress to and from the Licensed Areas through the Cable Car Barn during normal business hours. Said access and egress shall be through the regular entrance on Mason Street at Washington Street, and not through MUNI maintenance or repair areas.

This Agreement is subject to the terms, conditions and restrictions set forth below. This Agreement gives Licensee a license only, this Agreement does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Licensed Areas,

or any portion thereof. The privilege given to Licensee under this Agreement is effective only insofar as the rights of City in the Licensed Areas are concerned, and Licensee shall obtain any further permission necessary because of any other existing rights affecting the Licensed Areas.

b. Use of Concession Area. The concession area shall be used as a museum gift shop, solely for the sale of gifts; merchandise, souvenirs, art work, stationary products, photographic supplies, and books, primarily relating to cable car and other forms of past and present urban transportation, but not exclusively so. Additional products or merchandise may be sold by Licensee with the written consent of Director.

If, during the term of this Agreement, MUNI manufactures or markets merchandise for retail sale, Licensee agrees to sell said articles for MUNI in the museum gift shop. The terms and conditions of any such merchandising activity shall be set forth in a separate agreement between the parties.

c. Trade Fixtures. Licensee may install in the concession area such trade fixtures as may be deemed necessary to accommodate the sale of the merchandise described above. No racks or other displays of merchandise or trade fixtures shall be placed or installed outside the boundaries of the concession area. Any racks, displays of merchandise or trade fixtures which remain in the Licensed Areas more than 30 days after the termination of this Agreement shall be the property of the City.

d. Relocation of Concession Facilities. City reserves the right, in Director's sole discretion, to require Licensee to relocate the concession facilities and area within the Cable Car Barn if such relocation is deemed necessary to assure safe operation and maintenance of the machinery and equipment kept in the Cable Car Barn.

e. Use of Museum Areas. Licensee shall act as curator of the Cable Car Museum. Licensee shall establish displays within the museum areas for permanent and temporary exhibits related to the operation of the cable car system. In the museum areas, Licensee shall be responsible for the placing and display of exhibit items, said responsibility to include arrangements and graphics necessary for tasteful exhibition. Licensee shall have sole authority for determining the time, place, and manner of museum displays. Said authority shall be exercised in a reasonable manner. Licensee shall provide professional quality graphics following a central theme adaptable and consistent to the Cable Car Barn motif, and said theme shall also be evident in the concession area. Any displays or exhibit items brought to the Museum Areas by Licensee and which remain in the Licensed Areas more than 30 days after the termination of this Agreement shall be the property of the City.

Licensee is encouraged to obtain the active participation of other museums, schools, colleges, historical groups and individuals in furnishing suitable items for permanent and temporary exhibits. MUNI may furnish articles for display from time to time.

Licensee's right to display any exhibits provided by City shall be no greater than the City's rights in those exhibits.

2. TERM

The privilege given to Licensee pursuant to this Agreement is one year and shall commence on December 1, 2007 and shall expire on November 30, 2008.

3. CONCESSION PAYMENTS

a. Concession Payments. During the term of this Agreement, Licensee shall make checks payable to the City and County of San Francisco and mail them directly to the Municipal Transportation Agency Division of Finance, One South Van Ness Avenue, San Francisco, CA 94103. Licensee shall make concession payments under this Agreement in the greater of the following: (1) Fifty Thousand Dollars (\$50,000) per annum, payable in quarterly installments of Twelve Thousand Five Hundred Dollars (\$12,500) each; or (2) a sum equal to six percent (6%) of gift shop net revenues, plus 15% of all net revenues from the stereoptican machines, and penny machines, whichever is greater.

The calculation of the concession payment amount shall be on a quarterly basis, with payment of a minimum of Twelve Thousand Five Hundred Dollars (\$12,500) due and payable at the end of each quarter resulting in the cumulative amount of at least Fifty Thousand Dollars (\$50,000) per annum.

In the event that the museum gift shop shall be closed due to circumstances solely under the control of the City, the City shall prorate the minimum payment due based on the duration of the closure.

b. Net Revenues. The term "net revenues" shall mean the total receipts collected from Licensee's activities under this Agreement, less any taxes and customer refunds (separately stated). The expenses shall be deducted on a quarterly basis reflecting only the amortized expenses attributable to that quarter.

4. SECURITY FOR PERFORMANCE

At or before the date for commencement of this Agreement, Licensee shall deposit with City the sum of ten thousand dollars (\$10,000) to secure licensee's faithful performance of all terms and conditions of this Agreement, including, without limitation, its obligation to surrender the Licensed Areas in the condition required by this Agreement. Such deposit shall be in the form of cash. City's obligations with respect to the security deposit are solely that of debtor and not trustee. City shall not be required to keep the security deposit separate from its general funds, and licensee shall not be entitled to interest on the security deposit. The amount of the security deposit shall not limit Licensee's obligations under this Agreement. In lieu of such security deposit, Licensee may deliver to City a valid surety bond in the sum equal to amount specified, issued by a surety company acceptable to City's Controller in such form as approved by the City Attorney, or a clean irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation, issued by a financial institution with at least a Moody's a rating and having at least one branch office within the City and County of San Francisco. The Licensee shall keep such surety bond or letter of credit, at its expense, in full force and effect until the thirtieth (30th) day after the expiration or sooner termination of this Agreement, to insure the faithful performance by Licensee of all of the covenants, terms and conditions of this Agreement. Such bond or letter of credit shall provide thirty (30) days' prior written notice to City of cancellation or material change thereof.

5. OPERATION OF PREMISES AND CONCESSIONS

a. Hours of Operation. The hours of operation of the Licensed Areas shall be from 10:00 a.m. to 6:00 p.m., April through October, and from 10:00 a.m. to 5:00 p.m., November through March, daily, including Saturdays and Sundays.

At all times entrance to the Museum shall be free of charge.

Licensee may close the museum and concession on Thanksgiving, Christmas and New Year's Day. Subject to mutual agreement between Director and Licensee, hours of operation may be modified. Licensee shall be responsible for opening and closing the Licensed Areas.

b. Professional Manner of Operation. Licensee shall operate the Licensed Areas, using its best efforts to further the operation thereof. Licensee shall conduct and operate the Licensed Areas in a professional and dignified manner satisfactory to Director. All employees of Licensee or of any of its subcontractors shall be neatly dressed and shall be courteous at all times. Each employee of Licensee shall wear a badge bearing either his/her number or his/her name so that the employee may be identified. In the operation of the Licensed Areas, Licensee shall comply with all federal, state and local laws, and all rules and regulations as the Agency shall from time to time reasonably prescribe.

c. Licensee Representative. Licensee shall, during business hours, retain in the concession area a qualified representative, authorized to represent and act for Licensee in matters pertaining to the concession, and shall keep Director informed in writing of the identity of such person or persons.

6. PROHIBITED USES

The Licensed Areas shall be used only for the purposes specified in Sections 1 and 15 of this Agreement. Licensee shall at all times during the term of this Agreement actively use the Licensed Areas for those purposes and shall not at any time leave them vacant without the written consent of Director. Licensee shall not do or allow anything to be done in or about the museum or Licensed Areas, or bring or keep anything in the Licensed Areas, which will in any way increase the risk of fire hazard upon the Cable Car Barn or any of its contents, or which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any public authority. Licensee shall not create a nuisance or allow the Licensed Areas to be used for any improper, immoral, unlawful or objectionable purpose. Licensee shall not place any loads upon the floor, walls or ceiling which endanger the structure, or obstruct the sidewalk or passageways or stairways in front of, within, or adjacent to the Licensed Areas, or do or Agreement to be done anything in any way tending to disturb the occupation of neighboring property or tending to injure the reputation or appearance of buildings.

7. SANITATION AND WASTE DISPOSAL

Licensee agrees to keep the Licensed Areas and all fixtures, and equipment clean, neat, safe, sanitary and in good order at all times. All waste matter shall be stored in a manner satisfactory to Director.

Licensee shall not store any hazardous materials, as defined under federal, state or local law, in the Licensed Areas without permission of Director. Licensee shall not cause, nor shall Licensee allow any of its agents or invitees (as defined in Section 20 below) to cause, any hazardous material (as

defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Licensed Areas, or transported to or from the Licensed Areas. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of hazardous material has occurred in, on or about the Licensed Areas. Licensee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Licensee or its agents or invitees cause a release of hazardous material, Licensee shall, without cost to City and in accordance with all laws and regulations, return the Licensed Areas to the condition immediately prior to the release. In connection therewith, Licensee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving hazardous material. For purposes of this Agreement, "hazardous material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., Or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Licensed Areas or are naturally occurring substances in the Licensed Areas, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to hazardous material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Licensed Areas.

8. WAIVER OF CLAIMS/CONSEQUENTIAL AND INCIDENTAL DAMAGES

Neither City nor any of its commissions, departments, boards, officers, agents or employees, shall be liable for any damage to the property of Licensee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the use of the Licensed Areas by Licensee.

Without limiting any indemnification obligations of Licensee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this Agreement.

Licensee acknowledges that it will not be a displaced person at the time this Agreement expires by its own terms, and Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and

all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

9. BOOKKEEPING AND ACCOUNTING

Licensee shall keep full, complete and proper books, records and accounts of its monthly gross receipts on a current basis. Any and all such records shall be kept on the premises or in a location satisfactory to Director, and shall be made available to Agency or its representative upon request.

10. INSPECTION AND AUDIT

City, and its designated agents and employees shall have the right at any and all times, during the term of this Agreement, during regular business hours, to examine and inspect all of the books and records of Licensee for the purpose of investigating and verifying the accuracy of any of Licensee's reports to the City. If it shall be determined as a result of such audit or inspection that there has been a discrepancy in percentage payments as required by this Agreement, then such differences shall become immediately due and payable with the interest at the maximum lawful rate but in no event less than ten percent (10%), from the date when said payment should have been made.

In addition, if Licensee's account activity summary for any calendar month shall be found to have understated gross revenue by more than two percent (2%) and City is entitled to any additional percentage payment as a result of said statement, then Licensee shall pay, in addition to the interest charges above, all of the costs and expenses of such audits as may be required to verify and reconcile the Licensee's records.

Licensee shall provide Agency with the following records at least annually or on request:

- a. A listing of its current Board of Directors
- b. Most recent financial statement consisting of a balance sheet and income statement.
- c. A copy of its 501(C)(3) statement of its non-profit status.

11. ALTERATION AND REPAIR

Licensee may not perform any alteration or repair work in the Licensed Areas without the written permission of Director. In the event of any such alteration or repair, Licensee shall give Director at least three (3) days written notice in order that City may post notices of non-responsibility until completion and acceptance of all such work. Licensee shall obtain at its sole cost and expense all required Agreements and licenses and shall exhibit them to Director upon demand. In the event of any planned alteration or repair to the Licensed Areas by City, City shall give Licensee as least three (3) days notice.

The Licensee shall be responsible for painting the walls of the Museum and all other painted surfaces, when needed, and will repair minor vandalism to the Msueum and its exhibits within a reasonable timeframe, up to a cost not to exceed \$25,000 over the term of this agreement.

12. SURRENDER OF POSSESSION

Licensee agrees to yield and deliver to City possession of the Licensed Areas at the termination of this Agreement by expiration, in good condition and repair and in accordance with the express obligations hereunder, except for ordinary wear and tear, loss, damages, and destruction occasioned by fire, the elements, public enemy or other casualty not the fault of Licensee.

13. MECHANICS AND OTHER LIENS

Licensee shall assume the defense of, indemnify and hold harmless City against any and all liens and charges of any and every nature and kind which may at anytime be established against the Licensed Areas and improvements, or any part thereof, as a consequence of the existence of Licensee's interest under this Agreement.

14. ASSIGNMENT

Licensee shall not assign or transfer any right, privilege or license conferred by this Agreement, either in whole or in part, or in any manner encumber the museum and concession areas, or any part thereof, without obtaining in advance the written consent of Agency.

15. OTHER USES

a. City Retained Rights. Licensee recognizes and acknowledges that the areas governed by this Agreement may from time to time be used by MUNI for its functions. The City retains exclusive right to Licensed Areas and governs additional uses of the Cable Car Barn, including the Concession and museum areas. The City will give the Licensee two (2) weeks notice of such events.

b. Insurance, Payments by Other Users. Where the City issues a Temporary Use Agreement for use of the Concession and/or museum areas outside normal business hours, the Temporary Use Licensee will be required to maintain insurance during the full term of the Agreement to limits established by the City and naming the City and County of San Francisco, its officers, agents, and employees, Director of Agency, and Licensee as additional insureds.

In order that the museum gift shop be open during such events, the City shall require of the Temporary Use Licensee a payment of two-hundred and seventy dollars (\$270.00) to the Licensee.

16. UTILITIES

City shall provide in or in the vicinity of the Licensed Areas the following utility services: water, electricity, and sewage outlets. Any changes or alterations in utility installations shall be the sole responsibility of Licensee. The user charge for said utility services will be paid by the City.

17. JANITORIAL SERVICES

Janitorial services and interior window washing in the Concession and museum areas shall be provided by Licensee.

18. NOTICES

All notices required to be given to Licensee under this Agreement may be delivered personally in the manner provided by law, or sent by registered or certified mail, addressed to Licensee at the Cable Car Barn, whether or not Licensee has vacated or abandoned the Licensed Areas, or at the following address:

TO: Jose Godoy
San Francisco Cable Car Museum
1201 Mason Street
San Francisco, CA 94108

All notices required to be given hereunder to City, or Agency, may be delivered personally in the manner provided by law, or sent by registered or certified mail, addressed as follows or such other address as may be designated in writing from time to time:

TO: Executive Director/CEO
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 7th floor
San Francisco, CA 94103

19. INDEMNITY

Licensee shall indemnify, defend and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "losses"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Licensed Areas, or any part thereof, whether the person or property of Licensee, its officers, agents, employees, contractors or subcontractors (collectively, "agents"), its invitees, guests or business visitors (collectively, "invitees"), or third persons, relating in any manner to any use or activity under this Agreement, (b) any failure by Licensee to faithfully observe or perform any of the terms, covenants or conditions of this Agreement, (c) the use of the Licensed Areas or any activities conducted thereon by Licensee, its agents or invitees, or (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Licensee, its agents or invitees, on, in, under or about the Licensed Areas, any improvements agreed to thereon, or into the environment; except solely to the extent of losses resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Licensed Areas and claims for damages or decreases in the value of adjoining property. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. Licensee's obligations under this section shall survive the expiration or other termination of this Agreement.

Licensee shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

20. INSURANCE

Licensee shall procure and keep in effect at all times during the term of this Agreement, at Licensee's expense insurance as follows:

a. General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, and Products Liability;

b. Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

c. Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

d. Comprehensive Crime Insurance, including coverages for employee dishonesty, forgery or alteration, theft, disappearance and destruction, and robbery (inside and outside) in the amount of \$10,000, with any deductible not to exceed \$1,000.

e. All liability policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose in whole or in part during the policy period.

f. All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to City.

Prior to the commencement date of this Agreement, Licensee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event Licensee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Licensee, and the cost thereof shall be paid to City within five (5) days after delivery to Licensee of bills therefor.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such

general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

Should any of the required insurance be provided under a claims made form, Licensee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the Agreement expiration, to the effect that, should any occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Upon City's request, Licensee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the Licensed Areas, then City in its sole discretion may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to such general commercial practice.

Licensee's compliance with the provisions of this Section shall in no way relieve or decrease Licensee's indemnification obligations under this Agreement or any of Licensee's other obligations hereunder. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate immediately, without notice to Licensee, upon the lapse of any required insurance coverage. Licensee shall be responsible, at its expense, for separately insuring Licensee's personal property.

21. CITY'S RIGHT TO CURE DEFAULTS BY LICENSEE

If Licensee fails to perform any of its obligations under this Agreement, or if Licensee defaults in the performance of any of its other obligations under this Agreement, then City may, at its sole option, remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this Agreement.

22. SALES OF UNLICENSED MUNI MERCHANDISE PROHIBITED

a. No Sale or Display of Unlicensed Merchandise. Licensee shall not sell or display any unlicensed merchandise bearing the following marks: "San Francisco Municipal Railway," "MUNI," "S.F. Muni," "S.F. Municipal Railway" and the symbols known as the "O'Shaughnessy" and the "MUNI Worm" ("Marks").

b. Penalty for Sale or Display of Unlicensed Merchandise. If Licensee inadvertently sells or displays any unlicensed merchandise bearing trademarks belonging to the City, Licensee shall inform City, in writing, within ten (10) business days, of Licensee's discovery of the error and shall pay to City its net profits from the sale or display of such merchandise. If Licensee fails to inform City in writing with ten (10) business days of its inadvertent sale or display of any unlicensed merchandise

bearing trademarks belonging to the City, Licensee shall pay to City one hundred percent (100%) of the greater of the fair market value of the items or the entire proceeds that Licensee receives for the sale or display of such items. This paragraph in no way limits or affects City's rights to any other revenues under this Agreement.

c. Licensee Will Not Seek To Impair City's Marks. Licensee agrees that it shall not do or cause to be done any act or thing contesting or in any way impairing or tending to impair any of City's rights, title or interests in or to the Marks, or any portion thereof. In the event Licensee discovers or otherwise becomes aware that any of the rights embodied in the Marks have been or are being infringed upon by any third party, Licensee shall promptly notify City of such infringement. Licensee agrees to provide City reasonable assistance and cooperation concerning any such matter provided that Licensee shall not incur any significant expense in so cooperating.

d. Merchandising License. City and Licensee agree that they will enter into a short-term merchandising license for the design, manufacture and sale of transit souvenirs. This license, attached as exhibit A, shall become effective on the same date that the Operating Agreement and License takes effect.

e. Bachmann Industries. Licensor agrees that it will make good faith efforts to enter into a short-term licensing agreement for the manufacture and sale of merchandise bearing one or more of the trademarks set forth in Section 22(a) with Bachmann Industries, a known current producer of unlicensed merchandise bearing trademarks belonging to the City.

f. Mark Validity. In the event any Mark is held invalid, void, and/or unenforceable in a final order, decree or judgment by a court of competent jurisdiction, or there is a refusal by Licensor to timely enforce a Mark against a known infringing competitor of Licensee after thirty (30) business days written notice to Licensor by Licensee, or unenforceable by agreement between licensor and a third party, then the contract shall no longer apply to said Mark but shall continue in effect with reference to each other Mark.

g. Effective Date of Section 22(b). Except as otherwise set forth herein, after the thirtieth day following the effective date of this agreement, any sale or display of unlicensed merchandise bearing trademarks belonging to the City by Licensee shall be considered a violation of Section 22(a) of this section and shall be governed by Section 22(b) of this agreement.

23. NO WAIVER OF SUBSEQUENT BREACHES OR DEFAULTS

The failure of City at anytime to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach of default in the terms, conditions and covenants contained herein.

24. NO LIABILITY OUTSIDE OF TERMS OF AGREEMENT

It is agreed that all duties, obligations and liabilities of either of the parties hereto must necessarily be founded upon the terms of this Agreement, that any liability in connection with the transaction contemplated by this Agreement is exclusively that of each of the principals appearing

respectively as City and Licensee, and that any Director, servant, agent, officer or employee of either party is not to be held liable for any act, neglect, default or alleged representation or statement.

25. CONFLICT OF INTEREST

Through its execution of this Agreement, Licensee acknowledges that it is familiar with the provision of 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, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

26. MACBRIDE PRINCIPLES - NORTHERN IRELAND

The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

27. NONDISCRIMINATION

a. Covenant Not to Discriminate. In the performance of this Agreement, Licensee covenants and agrees not to discriminate on the basis of 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) against any employee of, any City employee working with, or applicant for employment with, Licensee, in any of Licensee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee.

b. Subcontracts. Licensee shall include in all subcontracts relating to the Licensed Areas a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Licensee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Licensee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Non-Discrimination in Benefits. Licensee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such

registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Agreement.** As a condition to this Agreement, Licensee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Licensee hereby represents that prior to execution of this Agreement, (i) Licensee executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Licensee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Licensee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Licensee and/or deducted from any payments due Licensee.

28. TROPICAL HARDWOODS AND VIRGIN REDWOODS.

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, virgin redwood wood product.

29. PROHIBITION OF TOBACCO ADVERTISING.

Licensee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the Licensed Areas. This prohibition includes the placement of the name of a company producing selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

30. CONSENTS

Director may delegate to the Chief Financial Officer or any other designated employee of Agency his or her authority to give the consents and approvals required herein. In the alternative, Director may defer to Agency for any such consents and approvals.

31. POSSESSORY INTEREST TAXES

Licensee recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement

entitles the Licensee to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

a. Licensee, on behalf of itself and any permitted successors and assigns, recognizes and understands that Licensee, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

b. Licensee, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Licensee accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

c. Licensee, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Licensee accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

d. Licensee further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

32. DRUG-FREE WORKPLACE POLICY

Licensee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited on City premises. Licensee agrees that any violation of this prohibition by the Licensee, its employees, agents or assigns shall be deemed a material breach of this Agreement.

33. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Licensee shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all applicable federal state and local disability rights legislation. Licensee agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Licensee, its employees, agents or assigns, shall constitute a material breach of this Agreement.

34. INDEPENDENT CONTRACTOR

Licensee shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Licensee performs the service required of Licensee by the terms of this Agreement. Licensee shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between City and Licensee.

35. FOOD SERVICE WASTE REDUCTION REQUIREMENTS

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

36. GENERAL PROVISIONS

- a. This Agreement may be amended or modified only by a writing signed by City and Licensee.
- b. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver.
- c. All approvals and determinations of City requested, required or Licensed hereunder may be made in the sole and absolute discretion of the Director of Property or other authorized City official.
- d. This instrument contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.
- e. Time is of the essence.
- f. This Agreement shall be governed by California law and City's Charter.
- g. If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience.

h. If Licensee consists of more than one person then the obligations of each person shall be joint and several.

i. Subject to the prohibition against assignments or other transfers by Licensee hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

j. In the event City sells or otherwise conveys the property burdened by this Agreement this Agreement shall automatically be revoked.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate by their duly authorized officers the day and year first here in above written .

CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

Nathaniel P. Ford, Sr.
Executive Director/CEO

By: _____
Deputy City Attorney

I have read and understood Sec. 28, the City' s statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

LICENSEE

By: _____
Gerald Graham, Chair, Friends of the Cable Museum, Inc.

THIS PRINT COVERS CALENDAR ITEM NO.: 12

**MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: Muni Service Delivery and Operations

BRIEF DESCRIPTION:

Approving extension of Line 108-Treasure Island to 4th and Townsend Streets (Caltrain Station).

SUMMARY:

- This resolution will approve the extension of the current route of the 108-Treasure Island from the Transbay Terminal to Caltrain Station on 4th Street at Townsend.
- The existing Transbay Terminal currently offers transfer opportunities to regional transit providers and a variety of Muni routes for our customers, but it does not offer a direct connection to basic amenities such as retail and government services that many Muni customers enjoy. Extending Route 108 will provide service to retail amenities not currently available to Treasure Island residents including access to the Mission Bay Library and the Caltrain Station.
- This service extension is consistent with the SFMTA 2008-20012 Strategic Plan.
- This change will increase operating costs by approximately \$534,000 annually.

ENCLOSURES:

1. MTAB Resolution
2. Notice of statutory exemption
3. Maps of 108-Treasure Island service

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

DIRECTOR OF FINANCE/CFO

EXECUTIVE DIRECTOR/CEO

SECRETARY, MTAB
ADOPTED RESOLUTION BE
RETURNED TO

Peter Straus

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION:

The proposal to extend 108-Treasure Island service from its present terminal at Transbay Terminal to the vicinity of 4th and King Streets has been requested by residents at various public forums and has been under discussion with the Treasure Island Development Authority (TIDA) Board of Directors for some time. The current 108-Treasure Island service to the Transbay Terminal affords Treasure Island residents convenient transportation to jobs downtown as well as to regional bus connections. However, Treasure Island residents have no retail or convenience shopping available on Treasure Island or in the vicinity of the Transbay Terminal. An extension of the 108-Line to 4th and King would provide them a direct connection to such amenities located near the Caltrain Station.

The service extension would initially be operated from 2 pm to 10 pm weekdays, Saturdays and Sundays, at a fully-allocated cost estimated as \$534,000 annually. Under the attached resolution, this Board authorizes the Executive Director/CEO to make further service adjustments as warranted for the next year following commencement of service

This service change is statutorily exempt under the California Environmental Quality Act pursuant to California Public Resources Code Section 21080(b)(10).

This extension is also consistent with the SFMTA Strategic Plan Goal 2: "To get customers where they want to go, when they want to be there."

The City Attorney's office has reviewed this calendar item.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency proposes to extend the 108-Treasure Island service from the Transbay Terminal to the vicinity of 4th and King Streets; and

WHEREAS, This extension will allow passengers residing on Treasure Island direct connection to Caltrain and to retail and convenience shopping, which is not available on Treasure Island; and

WHEREAS, Residents of Treasure Island have been requesting service on the 108- Treasure Island be extended to the Caltrain Station at 4th and King Streets for some time; and

WHEREAS, This service extension is consistent with the SFMTA 2008-2012 Strategic Plan Goal 2 which states, "To get customers where they want to go, when they want to be there;" and

WHEREAS, The service changes recommended are statutorily exempt under the California Environmental Quality Act pursuant to California Public Resources Code section 21080(b)(10); now, therefore, be it

RESOLVED, That the MTA Board of Directors authorizes the Executive Director/CEO to implement changes to Line 108-Treasure Island as follows:

- A. EXTEND MUNI LINE 108-TREASURE ISLAND AS FOLLOWS – Regular inbound route from Treasure Island to I-80 off ramp at Fremont Street, then Left on Fremont, Left on Mission, Left on 1st Street, R-Howard, Left on 2nd Street, Right on King, Right on 4th Street to terminal with no intermediate stops except on 1st Street at Howard; return with no intermediate stops via 4th Street, Right on Townsend, Left on 3rd Street, Right on Folsom, Left on Fremont, Right on Transbay Terminal bus ramp to stop upper level boarding area, continuing along regular outbound route.
- B. OPERATING HOURS – Service between the Transbay Terminal and 4th Street at King will operate between the hours of 2 P.M. and 10 P.M. on weekdays, Saturdays and Sundays; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to make further service adjustments as warranted for the next year following commencement of service.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

NOTICE OF STATUTORY EXEMPTION
California Environmental Quality Act (CEQA)

TO:

City and County of San Francisco
City Hall
County Clerk
1 Carlton B. Goodlett Place
San Francisco, CA 94102

FROM:

City and County Of San Francisco
MTA/Dept. of Parking and Traffic
1 South Van Ness Ave
San Francisco, CA 94103

DATE: December 13, 2007

Project Title: Extension of Line108-Treasure Island to 4th and Townsend Streets

Project Location – Specific: Between the Transbay Terminal (1st and Mission Streets) and the Caltrain Depot (4th and Townsend Streets)

Description of Nature, Purpose, and Beneficiaries of Project:

The existing 108 Route provides bus service between Treasure Island and the Transbay Terminal. This project will extend this transit route to allow riders to travel from Treasure Island to the Caltrain Depot without transferring.

Name of Public Agency Approving Project: City and County of San Francisco

Name of Person or Agency Carrying Out Project: Municipal Transportation Agency/ Department of Parking and Traffic

Exempt Status: Statutory Exemption

Reason why project is exempt: Statutory Exemption under CEQA California Public Resource Code 21080(b)(10) “a project for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use, including modernization of existing stations and parking facilities.”

Gerald Robbins Date
MTA/Department of Parking and Traffic

Contact Person: Matthew Lee, Transit Planner

Telephone: (415) 701-4378

**MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION EXTERNAL AFFAIRS

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute Amendment No. 7 to the Agreement between the City and County of San Francisco and ATC/Vancom Inc., the City's Paratransit Broker, to extend the current contract for two years, through March 31, 2010; to augment the scope of work to implement the new debit card program; to lease up to 40 new vans to the Broker for use in the Paratransit Program; and to increase the contract amount by \$33,803,476, for a total contract amount not to exceed \$191,825,015, subject to approval by the Board of Supervisors.

SUMMARY:

- On May 8, 2000, the City and ATC/VANCOM's (ATC) predecessor, COMSIS Mobility Services, Inc., executed a five-year agreement ("Agreement"), commencing April 1, 2000, to perform the services of a paratransit broker to administer the City's Paratransit Program.
- On December 29, 2004, the parties executed Amendment No. 4, which extended the contract until March 31, 2008.
- The contract end date falls in the middle of the multi-layered paratransit debit card procurement project. Therefore, SFMTA staff recommends a two-year contract extension of the current contract for paratransit services with ATC, until March 31, 2010.
- The debit card project is extremely complex and has been reconfigured to streamline the project and to address the needs of the taxi industry. As part of the additional scope of work of the contract modification, the Paratransit Broker will procure the three major components of the new system: (1) the Paratransit program management software; (2) the debit card software; and (3) the in-taxi equipment.
- ATC, which is now owned by Veolia Transportation Services, Inc., has been working with the SFMTA on the development of the debit card project for many years, and has expert knowledge of the day-to-day administration of the Paratransit Program.
- The amendment also modifies the contract to include a provision for the SFMTA to lease up to 40 new paratransit vehicles that it is procuring to the Broker. ATC will sublease the vehicles to ADA paratransit van service providers.
- ATC has performed well during the past 7.5 years; the most recent independent customer satisfaction survey indicates that 87% of paratransit riders rate the Paratransit Broker's service as excellent or good.

ENCLOSURES:

1. MTAB Resolution
2. Amendment No. 7 to Agreement

APPROVALS:

DATE

**DEPUTY OF DIVISION
PREPARING CALENDAR ITEM** _____

FINANCE: _____

EXECUTIVE DIRECTOR/CEO : _____

SECRETARY, MTA: _____

ADOPTED RESOLUTION

TO BE RETURNED TO: Annette Williams, Accessible Services Progra

ASSIGNED MTA CALENDAR DATE: _____

EXPLANATION:

Background

The Americans with Disabilities Act of 1990 (ADA) requires the San Francisco Municipal Transportation Agency (SFMTA) to provide paratransit services for persons with disabilities who are unable to use fixed route public transit. For the past 26 years, SFMTA and its predecessor agencies has contracted out paratransit services to a paratransit broker, who performs many important functions. These functions include managing subcontracts with paratransit service providers, monitoring service quality, administering client eligibility, managing the sale of fare instruments, and acting on behalf of the SFMTA as the principal customer service entity for customers of paratransit services.

The Paratransit Broker Agreement commenced on April 1, 2000 and will expire on March 31, 2008. To date, there have been the following amendments or other changes to the Agreement:

- Amendment No. 1, effective April 1, 2001, incorporated an Incentive/Disincentive Program into the Agreement, as required under Section 19 of the Agreement.
- Amendment No. 2, effective January 28, 2002, authorized the City to lease 24 new minivans to the Contractor for sublease to taxicab companies participating in the Paratransit Program.
- On August 11, 2003, an Assignment and Assumption Agreement was entered into among the City, COMSIS, and ATC, whereby all the rights and interest in Agreement of COMSIS were assigned to ATC.
- The parties executed Amendment No. 3, effective December 22, 2003, which allowed the Contractor to obtain a license to use the Muni logo on its internet site in order to facilitate and enhance on-line use by paratransit customers. Amendment No. 3 also increased the budget of the Agreement to an amount not to exceed \$77,333,277 because of increasing demand and costs for paratransit service during the contract period.
- Amendment No. 3A, effective July 26, 2004, increased the budget of the Agreement to an amount not to exceed \$92,641,933.
- Amendment No. 4, effective December 29, 2004, extended the contract for three years, until March 31, 2008, increased the contract to an amount not to exceed \$158,021,539, and changed the DBE goal to reflect current availability of DBEs for subcontracting under this contract.

- In Amendment No. 5, effective October 19, 2005, the City agreed to require any successor paratransit broker to assume the unexpired portion of a lease of offices for the broker to administer the paratransit program.
- Amendment No. 6, effective January 13, 2006, authorized the City to lease accessible vans to Contractor for use in the ADA van program, and established an inspection program to ensure that regular maintenance is taking place and is clearly documented.

Debit Card Project

The Paratransit Program offers multiple modes of service to ADA-eligible paratransit customers. Taxicabs provide over 55% of all paratransit trips serving approximately 11,000 individuals who are unable to use the Muni fixed-route system. The SFMTA subsidizes these taxi trips, using a paper-based scrip system.

Section 1147.8 of the San Francisco Police Code requires taxicab companies to participate in the City's Paratransit Program and be subject to all its rules and regulations, including rules governing a debit card program for paratransit customers. Currently, there are over 30 taxicab companies providing paratransit service in San Francisco, with Yellow Cab Cooperative and Luxor Cab Company providing close to 75% of the taxi paratransit service. Eleven of those companies also participate in the ramped taxi program, which provides wheelchair accessible taxi service for paratransit and other disabled customers. The City's general fund substantially subsidizes the paratransit program, providing approximately \$7 million annually for taxi service alone. Currently, paratransit customers pay for their taxi trips with scrip, purchasing \$30.00 worth of scrip for \$4.00.

The debit card program will replace the paper-based scrip system with a debit card that will electronically deduct fare payments from customer accounts. The debit card program will improve the taxi fare payment system by reducing fraud, reducing administrative paperwork now required by the scrip system, and making it easier for both drivers and customers to use the paratransit taxi program.

The debit card program is a technically complex initiative. The SFMTA has been working for many years to execute this project. In April 2007, the SFMTA terminated for convenience a contract with GPS Data Solutions to develop the debit card program. This termination came after a long series of discussions with the taxi industry, as well as a mediation with GPS and a representative of the taxi industry.

New management leadership has been instrumental in reconfiguring the debit card project to better meet the needs of both the taxi industry and the SFMTA. The reconfigured project will not have a single contractor developing and implementing the program. Instead, the Paratransit Broker will oversee the procurement of three discrete project components that will need to work together for the final implementation. The three project components are:

1. Paratransit Broker program management software;
2. Debit card software; and
3. In-taxi equipment.

The SFMTA has been working with its consultant, Booz-Allen Hamilton, to develop technical specifications for the debit card software procurement and the in-taxi equipment procurement. Using

these specifications, the Paratransit Broker will issue a competitive solicitation for each component. The procurement of Paratransit Broker program management software is within the current Broker's contract responsibilities; the Broker is currently negotiating with Trapeze Group to migrate from the present Mobility Master software program to a new software program called Trapeze Novus.

Rationale for Contract Extension

The current Paratransit Broker Agreement is set to expire on March 31, 2008. SFMTA staff is recommending a two-year contract extension. Such an extension would allow the current Paratransit Broker to complete the tasks associated with the debit card project procurement and implementation and ensure that all bugs have been worked out and the system is running smoothly prior to the end of its term.

The current debit card project is moving forward with the cooperation of the taxi industry. The SFMTA wants to continue the forward momentum of this project; potentially changing paratransit brokers in the middle of the project could prove disruptive and counterproductive to the debit card implementation. It is imperative that each component of the debit card project functions properly, and as an overall system. Simply put, that means that approximately 1,300 taxis need to communicate in real time with the Paratransit Broker's office, through the debit card software, to the Broker's program management software.

The Broker's staff will be responsible for ensuring that all taxi companies, taxi drivers and paratransit taxi customers are properly trained to use the new system. They are best able to take on those tasks because of their extensive experience with the taxi industry and SF Paratransit customers.

Broker Performance

ATC has performed well during the past 7.5 years managing the delivery of paratransit services for San Francisco. ATC has a good working relationship with the taxi industry, which is critical to the timely implementation of the debit card project.

The Broker's staff is ethnically diverse and multiple staff members are persons with disabilities. All staff members have full health benefits, and staff salaries exceed the living wage minimums.

Overall, the Paratransit Broker has been proactive in managing the Paratransit Program. In fact, the most recent independent customer satisfaction survey conducted in May 2007 indicates an 87% satisfaction level with the services provided by the Broker.

Paratransit Vehicles

In 1994, SFMTA, Muni initiated a pilot program to use grant funds to purchase six accessible ramped minivans for the Paratransit Taxi Program. The pilot program made it possible for individuals using wheelchairs who are unable to independently transfer to a seat to use the demand responsive paratransit taxi system. The pilot program proved very successful, providing paratransit wheelchair consumers the choice between lift vans and ramped taxis.

In 1997/1998, Muni expanded the Paratransit Taxi Program by purchasing 30 additional accessible minivans with federal grant funds. The minivans were placed into paratransit service under a lease agreement with the Paratransit Broker. The Broker in turn subleased the vans to the taxicab companies. In 2001, Muni procured 24 accessible minivans to update the fleet and also leased them to the Paratransit Broker for use in the taxi program. Muni received lease payments in the form of additional trips for its paratransit patrons at no charge.

In September 2006, the SFMTA procured 20 cut-away vans to replace the 2001 minivans. Also known as van conversions, these large-sized vans are designed to carry up to two wheelchair users and 12 seated passengers. The SFMTA leases the vans to the Paratransit Broker, which in turn subleases them to Mobility Plus Transportation (MPT), its subcontractor, for use in the ADA paratransit van program, SF Access, which is a shared ride program. The City receives a lease payment from MPT for use of the vehicles, thereby helping to offset program costs.

The SFMTA is currently procuring up to 40 new vehicles for use in the Paratransit Program. Through an intergovernmental procurement agreement with the State of California, the SFMTA will be purchasing from Bus West 24 modified 22' paratransit vans (the "Type II vans"), and five modified 25' paratransit vans (the "Type III vans"). The SFMTA will also be purchasing five minivans (the "minivans") from El Dorado Bus Sales, Inc. The total cost of these vehicles will not exceed \$2,055,000.

Through a separate procurement agreement with Samtrans, the SFMTA will purchase from El Dorado Bus Sales, Inc., six modified 22' diesel paratransit vans (the "Type II vans") at a cost of approximately \$445,800.

In order to recover the cost of the vehicles, the Broker's subcontractor, Mobility Plus, will be responsible for monthly lease payments. These payments will be calculated based on the useful life of the vehicles: (a) for Type II and Type III vans, 60 monthly payments (five years); and (b) for the minivans, 48 months (four years).

Upon receipt and acceptance of the vans and minivans, the SFMTA shall lease them to the Contractor, subject to the terms and conditions of the Lease Agreement, which is a part of the proposed Amendment No. 7 to the Paratransit Broker Agreement.

Paratransit Budget

The paratransit budget is comprised of service costs and Broker administrative costs. The service costs comprise the preponderance of the expenditures (86% of the total contract amount), and include the actual costs for paratransit trips. The Paratransit Broker contracts with seven van companies, which provide paratransit service to ADA-eligible consumers. The contracts were competitively bid and reimbursement is on a cost-per-trip basis. The Paratransit Broker also has contracts with 13 taxi companies and one taxi dispatch service. The reimbursements to taxi companies and the dispatch service are based on the taxi meter rates.

The current contract amount is \$158,021,539. Total contract expenditures through the end of fiscal year 2006-07 were \$131,378,882.

The 12-month budget for fiscal year 2007-08, including both service and administrative costs, is \$20,139,537, which includes the first three months of the contract extension period (April 1, 2008 through June 30, 2008).

The service costs for the additional one year and nine months, \$31,862,460, have been estimated based on a 5.8% increase for all modes of paratransit service. Staff derived the 5.8% factor based on a standard 3.5% cost of living adjustment, plus a 2.3% growth rate. The 2.3% growth rate is based on demographic data provided in the Older Adults Transportation Study, commissioned by the Metropolitan Transportation Commission. In that study, ADA paratransit eligibility in San Francisco is projected to grow by 26% from 2000 to 2020, an average of 1.3% per year. SFMTA staff calculated an additional 1% growth rate due to an “independent living factor,” which is an estimate of the latent demand for paratransit services based on more people living longer lives and living more independently than in the past (*i.e.*, more people living in the community rather than in institutions).

The new administrative budget is included as Appendix B-1 of the Agreement. The administrative budget was developed by SFMTA staff in conjunction with ATC, and it will continue to be reviewed and approved on an annual basis by SFMTA. The administrative budget has been updated to include an increase in the reimbursement rate for fringe benefits due to the actual costs experienced by ATC. This contract’s initial fringe benefit reimbursement rate was projected for this contract in late 1998. No increase has been requested since that time. The fringe reimbursement rate in the contract is applied to direct labor and allows the contractor to recover costs associated with providing its employees with benefits, including medical/dental/vision insurance, vacation/holiday and sick leave pay, accidental death & dismemberment insurance, long-term disability insurance, life insurance, workers’ compensation insurance, and 401-K program participation. ATC has experienced large increases in its cost for group health insurance over the past number of years, which is the primary driver of this increase in benefit costs. The current Broker contract has a “cost plus fixed fee” reimbursement structure, in which the SFMTA makes reimbursements only for actual costs incurred.

The debit card budget, \$2,745,189, is included as Attachment E to the Agreement.

San Francisco SFMTA 2008-12 Strategic Plan

The recommended contract extension helps the SFMTA meet its first goal detailed in the 2008-2012 Strategic Plan. Goal 1 is “to provide safe, accessible, reliable, clean and environmentally sustainable service.” Objective 1.4 is to improve accessibility across transit service. The Paratransit Broker contract extension will help SFMTA meet its goal of improving system accessibility by helping to ensure a smooth implementation of the debit card project.

The Contract Compliance Office and the City Attorney's Office have reviewed this calendar item.

Recommendation

SFMTA staff recommends that the Board authorize the Executive Director/CEO to execute Amendment No. 7 to the Paratransit Broker Agreement with ATC/VANCOM, Inc., to extend the current contract for two years, through March 31, 2010, in order to facilitate a seamless implementation of the debit card project, and to lease up to 40 new vans to the Broker for use in the Paratransit Program, for a total contract amount not to exceed \$191,825,015.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, On January 4, 2000, the Public Transportation Commission adopted Resolution No. 00-003, which authorized execution of the Agreement Between the City and County of San Francisco and Comsis Mobility Services, Inc., dba Intelitran ("Paratransit Broker Agreement"), to administer the City's Paratransit Program, which Agreement was approved by the Board of Supervisors under Resolution No. 104-00, dated February 18, 2000; and

WHEREAS, The Paratransit Agreement commenced on April 1, 2000, for a term of five years; and,

WHEREAS, On April 1, 2001, the Director of Transportation approved Amendment No. 1 to the Paratransit Broker Agreement, which incorporated an Incentive/Disincentive Program into the Agreement; and,

WHEREAS, On December 18, 2001, the San Francisco Municipal Transportation Agency Board of Directors (SFMTA Board) adopted Resolution No. 01-126, which authorized execution of Amendment No. 2 to the Paratransit Broker Agreement, for the sublease of 24 ramped minivans to paratransit taxi service providers, which Amendment was approved by the Board of Supervisors under Resolution No. 70-02, dated January 28, 2002; and,

WHEREAS, On August 11, 2003, the SFMTA Board approved an Assignment and Assumption Agreement, under which the Paratransit Broker Agreement was assigned from COMSIS to ATC, Inc., doing business in California as ATC/Van der Aa Group, Inc. ("ATC"); and,

WHEREAS, ATC is now owned by Veolia Transportation Services, Inc.; and

WHEREAS, On October 7, 2003, the SFMTA Board adopted Resolution No. 03-164, which authorized the execution of Amendment No. 3 to the Paratransit Broker Agreement, increasing the contract amount to a sum not to exceed \$92,641, which amendment was approved by the Board of Supervisors under Resolution No. 776-03, dated December 9, 2003, but for an amount not to exceed \$77,333,277; and,

WHEREAS, On July 22, 2004, the Board of Supervisors adopted Resolution No. 430-04, which approved Amendment No. 3A to the Paratransit Broker Agreement, increasing the contract amount by \$15,308,656, for a total contract amount not to exceed \$92,641,933, in order to meet the increased demand and costs for paratransit service during the term of the Agreement; and,

WHEREAS, On November 2, 2004, the SFMTA Board adopted Resolution No. 04-160, which authorized the execution of Amendment No. 4 to the Paratransit Broker Agreement, extending the contract period for three years, through March 31, 2008, and increasing the total amount of the contract by \$65,379,606, for a total contract amount not to exceed \$158,021,539; the Board of Supervisors approved Amendment No. 4 on December 14, 2004 under Resolution No. 770-04; and

WHEREAS, On October 19, 2005, the parties executed Amendment No. 5 to Agreement, in which the City agreed to require a successor paratransit broker to assume the unexpired portion of a lease of office space for the broker to administer the Paratransit Program; and

WHEREAS, On November 15, 2005, the SFMTA Board adopted Resolution No. 05-171, which authorized the execution of Amendment No. 6 to the Paratransit Broker Agreement, authorizing the City to lease accessible vans to Contractor, for sublease to Lift Van/ADA Access providers participating in the Paratransit Program, and requiring the Contractor to institute a vehicle inspection program to ensure that regular maintenance is taking place and is clearly documented, which amendment was approved by the Board of Supervisors on February 3, 2006 under Resolution No. 40-06; and

WHEREAS, The current Agreement is set to expire on March 31, 2008; and

WHEREAS, SFMTA recommends a two year extension of the Paratransit Broker Agreement to allow for the smooth implementation of the debit card project; and

WHEREAS, The Amendment also includes a provision to lease up to 40 new paratransit vans to the Broker for use in the Paratransit Program; and

WHEREAS, The extension of the Paratransit Broker Agreement would assist the SFMTA to ensure improved accessibility across transit service in accordance with the goals and objectives of the 2008-2012 Strategic Plan; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to execute Amendment No. 7 to the Paratransit Broker Agreement with ATC, in a form substantially as presented to this Board, to extend the Agreement for two years, through March 31, 2010, with an increase to the contract amount of \$33,803,476, for a total contract amount not to exceed \$191,825,015; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors recommends that the Board of Supervisors approve this Amendment No. 7.

I certify that the foregoing resolution was adopted by San Francisco Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

AMENDMENT NO. 7 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND ATC/VANCOM INC.

THIS AMENDMENT NO. 7 TO AGREEMENT is made and entered into this _____ day of _____, 2008, between the City and County of San Francisco, a municipal corporation ("City"), acting through its Municipal Transportation Agency ("Agency"), and ATC/VANCOM Inc., doing business in California as ATC/Van der Aa Group, Inc. ("ATC" or "Contractor").

RECITALS

- A. On May 8, 2000, the City entered into a five-year agreement with COMSIS Mobility Services, Inc., to provide paratransit broker services to administer the City's Paratransit Program ("Agreement"), for a term beginning April 1, 2000 and ending March 30, 2005.
- B. On April 1, 2001, the parties executed Amendment No. 1 to Agreement, which incorporated an Incentive/Disincentive Program into the Agreement, as required under Section 19 of Agreement.
- C. On January 28, 2002, the parties executed Amendment No. 2 to Agreement, for City to lease 24 new minivans to Contractor for sublease to taxicab companies participating in the Paratransit Program.
- D. On August 11, 2003, an Assignment and Assumption Agreement was entered into among the City, COMSIS, and ATC, whereby all the rights and interest in Agreement of COMSIS were assigned to ATC.
- E. On December 22, 2003, the parties executed Amendment No. 3 to Agreement, which allowed Contractor to obtain a license to use the Muni logo on its internet site in order to facilitate and enhance on-line use by paratransit patrons. Amendment No. 3 to Agreement also increased the budget of Agreement to an amount not to exceed \$77,333,277 because of increasing demand and costs for paratransit service during the contract period.
- F. On July 26, 2004, the parties executed Amendment No. 3A, which increased the budget of Agreement to an amount not to exceed \$92,641,933.
- G. On December 29, 2004, the parties executed Amendment No. 4 to Agreement, which extended the contract for three years, until March 31, 2008, increased the contract to an amount not to exceed \$158,021,539, and changed the DBE goal to reflect current availability of DBEs for subcontracting under this contract.
- H. On October 19, 2005, the parties executed Amendment No. 5 to Agreement, in which the City agreed to require a successor paratransit broker to assume the unexpired portion of a lease of offices for the broker to administer the paratransit program.
- I. On January 13, 2006, the parties executed Amendment No. 6 to Agreement, which authorized the City to lease accessible vans to Contractor for use in the ADA van program, and established an inspection program to ensure that regular maintenance is taking place and is clearly documented.
- J. The parties now wish to extend the Agreement for two years in order to be able to implement a paratransit debit card system without interruption to the paratransit program; the parties also wish to provide for the City to lease up to 40 additional accessible vans for use in the SF Access Program, to replace vehicles that are beyond their useful life.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. Section 2 of Agreement (Term of the Agreement) is amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2000 through March 31, 2010.

2. Section 5.b of Agreement (Amount of Contract; Payment) is amended to read as follows:

b. Amount of Contract; Payment. Compensation under this Agreement shall be based on a costs plus fixed fee structure, in accordance with the annual approved budgets, as described above. In no event shall the amount of this Agreement exceed One Hundred Ninety-One Million, Eight Hundred Twenty-Five, and Fifteen Dollars (\$191,825,015), including the fixed fee, for the entire term of the Agreement. The breakdown of Broker administrative costs associated with this Agreement, and the fixed fees to be paid on an annual basis, are provided for in Appendix B and B-1, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs to procure the debit card system is set forth in Appendix E, attached hereto and incorporated by reference as though fully set forth herein.

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Manager, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. Contractor shall not invoice the City, nor shall payment be made, for start-up (transition) costs, as itemized in Appendix B, until after the effective date of this Agreement. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. City shall make payment to Contractor at the address specified in the Section entitled "Notices to the Parties."

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

Section 50 (Lease Agreement) is deleted in its entirety and replaced by a new Section 50 to read as follows:

50. Lease Agreement

a. Obligations of City as Lessor.

(1) 2006 Purchase. Through an intergovernmental procurement agreement with the State of California, City purchased from El Dorado Bus Sales, Inc., seventeen (17) modified paratransit vans (the "vans"), at a cost of \$1,007,179, and exercised an option to purchase three (3) additional vans at a cost of \$177,738. City has leased them to Contractor, subject to the terms and conditions of this Lease Agreement.

(2) 2008 Purchase. Through an intergovernmental procurement agreement with the State of California, City will be purchasing from Bus West twenty-four (24) modified 22' paratransit vans (the "Type II vans"), and five modified 25' paratransit vans (the "Type III vans"). The SFMTA will also be purchasing five minivans (the "minivans") from El Dorado Bus Sales, Inc. The total cost of these vehicles will not exceed \$2,055,000. Through a separate procurement agreement with San Mateo County Transit District, the SFMTA will purchase from El Dorado Bus Sales, Inc., six (6) Type II vans at a cost of approximately \$445,800.

b. Term of Lease. The term of the Lease Agreement shall commence on the date the first van is delivered to Contractor and end on agreement shall take over leasing the vans for the remainder of their useful lives, which the City estimates to be four (4) years for minivans and five (5) years for Type II and Type III vans.

c. Conditions Precedent to Possession of Vans. Contractor shall not be entitled to possession of the vans until Contractor has delivered to City the following:

(1) Verification of Business Automobile Liability Insurance covering all vans, in accordance with the terms provided in this Lease and in Section 15 of Agreement; and

(2) A fully executed copy of the sublease agreement with each San Francisco van service provider that will be operating the vans.

d. Sublease by Contractor (Van Agreements). Unless otherwise agreed to by City, Contractor shall sublease the vans throughout the term of this Lease to those van service providers participating in the Program. At a minimum, the subleases shall include (a) a regular maintenance and repair program for the vehicles; (b) reporting requirements for ADA van trips; (c) insurance and indemnification, as provided in this Lease Agreement; (d) a provision for a discounted cost for trips in lieu of sublease payments; and (e) incentives to enhance the quality of service to paratransit customers.

The terms of each sublease are subject to approval by City prior to execution of the sublease between Contractor and its subcontractor or subcontractors. If any subcontractor violates, in a material respect, any provision of its subcontract governing use of the vans, Contractor, with approval of City, shall terminate that sublease. In that event, Contractor, with approval of City, shall transfer use of the vans to another sublessee that is not in violation of any material provisions of its sublease.

e. Lease Payments.

(1) Amount of Lease Payment.

(a) 2006 Purchase. Lease payments or cost per trip discount shall be determined by negotiations with the selected van service providers, but in no event shall the lease payments be less than \$1,111 per vehicle per month, for the term of this Lease. The parties understand that (i) City expects the useful life of each van to be four (4) years; and (ii) the Lease payments may be insufficient to amortize fully the cost of the vehicles during the term of this Lease. The intent, however, is to maximize the number of paratransit ramped trips offered through the Paratransit Program, as evidenced by greater lease payments.

(b) 2008 Purchase. Lease payments or cost per trip discount shall be determined by negotiations with the selected van service providers, but in no event shall the monthly lease payments for the term of the Lease be less than \$1,000 for each Type II vehicle, \$1,100 for each Type III vehicle, and \$900 for each minivan. The parties understand that (i) City expects the useful life of each Type II and Type III van to be five (5) years and the useful life for each minivan to be four (4) years; and (ii) the Lease payments may be insufficient to amortize fully the cost of the vehicles during the term of this Lease. The intent, however, is to maximize the number of paratransit ramped trips offered through the Paratransit Program, as evidenced by greater lease payments.

(2) Procedure. Contractor's Lease payments shall be made concurrently with its monthly expenditure reports, as provided in Section IV of Agreement. Payments shall be made on a monthly basis and shall commence with the first regular expenditure report by Contractor to City after thirty (30) days after the effective date of this Amendment. Along with its payment, Contractor shall submit a monthly report detailing, for the van program, the number of passenger trips (one passenger/one way); and the number of trips credited to the Paratransit Program, as represented by the Lease payment, whether attributed to the van program or other paratransit taxi service. In the event Contractor is unable for any reason to make a monthly payment in full through a credit of no-cost trips, Contractor shall make said payment or portion thereof not represented by such a credit in cash collected from the sublessees to the extent that said amount is reasonably collectable, or deducted from amounts payable by Contractor to sublessees.

f. Obligations of Contractor. With respect to lease of the vans, Contractor shall:

(1) Provide, through a subcontractor, on line in plant inspection services for the vehicles during fabrication. The cost of this independent fabrication inspection shall not exceed Thirty-Two Thousand Dollars (\$32,000) for the vehicles in the 2006 Purchase and Twenty-Seven Thousand Dollars (\$27,000) for the vehicles in the 2008 Purchase.

(2) Include language in each sublease requiring the sublessee to maintain and repair the vans in safe and reliable condition. Contractor shall conduct an independent inspection of the vehicles annually, in addition to oversight by SFMTA Fleet Maintenance staff.

(3) Include language in each sublease requiring the vans to be operated in a safe manner consistent with all applicable provisions of Federal, State and local laws.

(4) Report to City within thirty (30) days any occurrence that will prevent compliance with this section (e.g., accident rendering the vehicle inoperative, mechanical deterioration to the extent that repair is infeasible).

(5) Include language in each sublease requiring that the van service providers, at their own cost, properly maintain and repair the vehicles.

(6) Include language in each sublease that requires each sublessee, unless otherwise authorized by the City in writing, within five (5) days after termination of this Lease Agreement, to deliver the vans in good working condition and in good repair to City or City's authorized representative at a location to be designated by City.

(7) Contractor shall take commercially reasonable steps to monitor and compel each sublessee's compliance with all sublease requirements.

g. Use of Vans. The vans shall be used solely for transporting qualified paratransit passengers as defined by Federal regulations and SFMTA-approved criteria.

h. Audit; Inspection of Records. In order to ensure compliance with this and other provisions of this Lease, City reserves the right to inspect and audit records maintained by Contractor and van service provider sublessees in the performance of this Lease. These records include, but are not limited to, dispatch reports and other records of communications between van service providers and paratransit patrons. Contractor shall include language in each sublease requiring van service provider sublessees to allow inspection and auditing by City or its agents during normal business hours, and to maintain all records generated in the performance of this Lease and the Paratransit Program for a period of at least three (3) years after the end of the Lease term. Any violation of the provisions of this Section will be considered a material breach of the Lease and/or sublease and subject Contractor or sublessee to all remedies for breach available under law, including, but not limited to, termination of the Agreement. Contractor and its sublessees shall also permit any State or Federal agency having jurisdiction over the vehicles or City's compliance with the Paratransit Program to inspect and audit records, as provided in this section.

h. Insurance. During the full term of the Lease, Contractor shall require all van service providers operating the vans to maintain the following insurance on the vehicles:

Business Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence
Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-owned and Hired auto coverage, as applicable, and including physical damage coverages of comprehensive and collision for the actual value of the vehicle at the time of loss, with loss payable to City.

Contractor or its sublessees shall be responsible for payment of any insurance deductibles.

Contractor shall ensure that its Business Automobile Liability Insurance required under Section 15 of this Agreement includes coverage insuring both Contractor's and City's interest in the vans.

i. Insolvency. The vans shall be immediately returned to the possession of City upon the bankruptcy, reorganization (within the meaning of the Bankruptcy Code), dissolution or liquidation of Contractor or its sublessee(s)). March 31, 2010. Termination of the Lease Agreement is subject to earlier termination pursuant to other provisions of this Lease Agreement. Contractor understands that the City intends to rebid the Paratransit Broker Agreement prior to the expiration of the term, so that by April 1, 2010, there may be a new paratransit broker in charge of administering the Paratransit Program. The parties intend that the broker awarded the Paratransit Agreement as a result of the rebidding of that

j. Transfer of Vehicle. Except as provided in Section 50.d of Agreement with respect to the sublease of the vans to a subcontractor or subcontractors approved by City, Contractor shall not transfer or otherwise dispose of the vans during the pendency of this Lease without the written approval of the Director of Transportation or his designee.

3. *Appendix A-1 (User-Related Tasks) is amended by amending Item 10 to read as follows:*

Task 10: Maintain existing client database for users within taxi, ramped taxi, lift van, ADA Access, and group van modes of service – Contractor shall negotiate agreement to migrate existing client database to an SFMTA-approved software system; working closely with, and subject to approval of, the SFMTA, negotiate a software licensing agreement between the provider of the new software system and the SFMTA; oversee testing, acceptance, and migration of current account information into the new software system; make available staff to attend new software operation and maintenance training. Ongoing tasks include:

- a. Maintain and update on a daily basis data for 16,000 customers for all modes of service
- b. Maintain eligibility status, biographic, and demographic data on each certified client as well as client service information, such as no shows, complaints filed, etc.
- c. Maintain all daily individual customer purchase transactions
- d. Establish a systematic data backup system
- e. Require software vendor to cause new software to interface with Regional Eligibility Database
- f. Require software vendor to cause new software to interface with planned debit card software system

4. *Appendix A-1 (User-related Tasks) is amended by amending item 15 to read as follows:*

Tasks 15.1 through 15.5 shall be completed no later than June 30, 2009. For successful completion of Task 15.1 by June 30, 2008, Contractor shall receive an additional payment of \$30,000. For successful completion of Task 15.2 by September 30, 2008, Contractor shall receive an additional payment of \$30,000. For successful completion of Tasks 15.3 and 15.4 by November 14, 2008, Contractor shall receive an additional payment of \$10,000. For successful completion of Task 15.5 by December 15, 2008, Contractor shall receive an additional payment of \$15,000. Successful completion of each task shall be determined by SFMTA.

In the event that Contractor demonstrates that an Unavoidable Delay has actually extended the time required to complete a Task, the time to complete the Task will be extended for the duration of the Unavoidable Delay. An "Unavoidable Delay" is defined as a delay in Contractor's performance of its duties under the Agreement that Contractor demonstrates within 10 Days of City demand could not have been avoided by Contractor's exercise of due care, prudence, foresight, or diligence and that arises directly from: an act of God; fire; flood; windstorm; tornado; earthquake; war; riot; insurrection; epidemic; quarantine restrictions; strikes or other labor trouble unrelated to Contractor's labor forces; inability of Contractor to procure labor to the extent that such inability is not caused by disputes related to collective bargaining; inability of Contractor to procure material; fuel shortage; freight embargo; accident; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; the prevention by the City of Contractor from commencing or prosecuting any of its duties under the Agreement, including delays in any required SFMTA approvals or input of Tasks 15.1 through 15.5 beyond five (5) business days (or as otherwise agreed to by the parties); any delay due to a protest of an ITE- or DCS-related procurement conducted by the Contractor; or failure of public utility service.

PHASE I – PDCS DESIGN AND PROCUREMENT SUPPORT

Task 15.1: Procure Debit Card System (DCS) – Contractor shall conduct a competitive solicitation for a debit card account management system ("DCS") for processing and managing taxi-based paratransit trip transactions in accordance with DCS specifications to be provided by SFMTA. Specific Contractor responsibilities include:

- a. Conduct a competitive procurement, including development of and, once approved by SFMTA, issuance of solicitation documents, issuing communications or addenda in response to any questions or protests, conducting review of bids or proposals for responsiveness and responsibility, technical review and testing of the potential DCS solutions and the application of SFMTA-approved criteria to identify the preferred provider; provided, however, that the Contractor shall provide in its protest procedures for the procurement that any appeal of the Contractor's decision regarding a protest shall be submitted to the Executive Director of the SFMTA or his or her designee for decision.
- b. Work with the SFMTA to negotiate a contractual agreement with the selected DCS provider to design, test, implement, and host the DCS.
- c. Provide project management for the design, customization, testing and deployment of the DCS, including the integration of the DCS with in-taxi equipment (ITE) for the use of debit cards by paratransit customers using taxis.
- d. Acquire any hardware/software, including but not limited to debit card printer/encoding equipment, needed to support the implementation of the DCS according to specifications from SFMTA and the selected DCS provider. Interface requirements and recommended equipment will be specified and shall be included as a required deliverable under the DCS contract. Additional funding that may be needed to acquire this hardware/software will be identified as an allowance/not to exceed amount in the issued change order.
- e. Provide project management for the acceptance testing of the DCS.
- f. Make Contractor staff available for DCS-specific end-user training offered by the DCS provider.

Task 15.2: In-Taxi Equipment (ITE) – Contractor shall conduct a competitive solicitation for in-taxi equipment (ITE) to be installed in San Francisco taxicabs for the use of paratransit riders. Contractor's responsibilities include:

- a. Issue a Request for Qualifications (RFQ) in accordance with SFMTA specifications for minimum firm qualification requirements, evaluate responses and identify vendors who meet RFQ requirements.
- b. Based on specifications of minimum required functionality to be provided by the SFMTA, invite pre-qualified vendors to demonstrate proposed ITE operation in conjunction with the DCS, and identify vendors who meet the minimum functionality requirements.
- c. Invite pre-qualified ITE vendors whose ITE meets minimum functionality requirements to submit a price proposal for that equipment, and identify the ITE vendor with the lowest price for qualified equipment.
- d. Provide in its protest procedures for the procurement that any appeal of the Contractor's decision regarding a protest shall be submitted to the Executive Director of the SFMTA or his or her designee for decision.
- e. Work with SFMTA to negotiate agreements with taxi companies to document the financial terms and the Paratransit Broker and taxi company responsibilities associated with the installation, operation, maintenance, and ownership of the ITE.
- f. Establish and manage a system for collecting and documenting taxi company payments for the purchase of ITE.
- g. Work with SFMTA to negotiate a contract with Luxor and Yellow Cab Cooperative to arrange for software upgrades to Yellow and Luxor cab company's transaction processing system software to ensure that it is compatible with the DCS.
- h. Provide project management for the design, testing, and installation of the interface between Luxor and Yellow Cab Cooperative communication systems and the DCS.
- i. Establish purchase agreements with the selected ITE vendors to provide equipment to each taxicab company.
- j. Prepare a training needs assessment of each of the taxi companies to identify the appropriate delivery approach for ITE training.
- k. Coordinate with the taxi companies for the ITE purchases and the schedules for ITE installations, testing and driver/user training. Ensure that the installation, testing, and training are completed to the satisfaction of the SFMTA.

- l. Provide ITE contract administration services for multiple ITE vendors, including invoice processing, warranty management and enforcement, cost and schedule management, product delivery and acceptance, and contract closeout.

PHASE II – PDCS IMPLEMENTATION

Task 15.3: Paratransit Customer Training – Using information provided by DCS provider and ITE vendors, Contractor shall develop and deliver training and outreach materials for paratransit customers, including, but not limited to:

- a. Develop standard operating procedures for rider, including rights and responsibilities, trip taking procedures, how to tip if desired, how to add value on the debit card, and how to check account balances using the IVR system (1-800 phone number).
- b. Send out “heads up” notices to taxi customers prior to debit card implementation.
- c. Develop brochures with a description of how to use the debit card as well as a FAQ component – to be mailed out to at minimum 11,000 registered taxi riders. Distribution plan for brochures to be developed some possible methods include: mass mailing to all taxi customers, mailing out with scrip, make available in the office and at public locations, ILRC, ADHC’s, dialysis centers.
- d. Brochures to be developed in accessible formats, including Braille, large print, disk or audio. Send out accessible formats concurrently with standard print for all communications to individuals who have been identified as requiring an accessible format for all standard print communications.
- e. Provide all debit card training materials in at least Russian, Spanish and Chinese (Vietnamese may also be requested if an analysis of the client database indicates that a significant portion of clients are monolingual Vietnamese).
- f. Hold at minimum 20 informational sessions at community locations (such as 711 Eddy Street, 801 Howard, ILRC, Lighthouse for the Blind etc.) where taxi riders can come to a workshop for an overview of the new debit card procedures, a question and answer session, notify taxi riders of these workshop dates in their taxi scrip mailing and in office notice. Ensure that outreach efforts target non-English speaking paratransit consumers. Conduct at least one outreach session in Russian, Chinese and Spanish, and coordinate with SFMTA to have interpreters available at target sites.
- g. Train staff and Coordinate with the Department of Aging and Adult Services to train Neighborhood Resource Center staff and other community based organizations to provide information and assistance to paratransit taxi patrons.
- h. Include brochure and all other training materials on the sparatransit.com web site.
- i. If needed, establish a voice mail line to provide a comprehensive description of how to use the debit card with a FAQ component.
- j. Establish five joint mailings and other joint media with groups serving seniors and persons with disabilities to disseminate information on the new debit card system.
- k. Provide telephone and in-person assistance one-on-one as needed to taxi riders regarding the debit card fare payment system. If needed, increase front line staff to handle the anticipated increase in call volume associated with the debit card implementation, particularly for the first 6-months of implementation.
- l. Provide a debit card mock up with taxi cab equipment in the Paratransit office for demonstrations to customers, also one that is portable for outreach sessions in the community.
- m. Develop, schedule and implement a distribution plan for the dissemination of debit cards to taxi customers.

Task 15.4: Contractor Staff Training – Using materials and training provided by the DCS provider, deliver ongoing training to Contractor support staff who interface with paratransit customers and perform debit card account management services, including:

- a. Training of Contractor employees on how paratransit customer accounts will be transitioned to the new debit card system.

- b. Training of Contractor employees who work with paratransit customers on potential issues and how to resolve them.

Task 15.5: PDCS Soft Launch – Contractor shall develop a plan and provide support for a 60-day live soft launch of the PDCS, which shall include no more than four taxi company participants and up to 100 paratransit customers. Upon SFMTA approval of the soft launch, Contractor shall implement the plan for the 60-day soft launch, during which Contractor shall be responsible for the following tasks:

- a. Using the DCS software, establish, replenish, and service paratransit customer accounts.
- b. Provide management and operational support during the planning and implementation of the soft launch, including debit card issuance, debit card account management and servicing, customer support, and taxi company fare reconciliation and reporting.
- c. Identify and recruit a pool of paratransit customers who are good candidates for participation in the soft launch.
- d. Work with taxi companies participating in the soft launch to ensure that the necessary ITE installations and taxi driver training are performed in advance of the pilot.
- e. Develop and implement a process for obtaining feedback from the various soft launch participants including paratransit customers, taxi company drivers and employees, and Contractor staff.

Task 15.6: PDCS Ongoing Operations – Contractor shall be responsible for the daily operation and management of the various components of the PDCS including:

- a. Management and operational support including new debit card account creation, debit card issuance, debit card account management, servicing and reporting, customer support, and taxi company fare reconciliation, settlement and reporting.
- b. Ongoing operations training as needed for new hires, new software releases, and new DCS features.
- c. Process eligible customers to collect digital photographs and create unique magnetic stripe cards.
- d. Manage customer accounts to collect and post received funds, hotlist lost or stolen cards, suspend accounts where abuse is determined, perform card replacement, and respond to questions and disputes.
- e. Provide multiple methods for paratransit customers to add value to their debit card account, including in-person at the Broker offices, via IVR, and via a secure website.
- f. Manage and secure debit card stock inventory
- g. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of paratransit debit cards.
- h. Perform fare reconciliation and settlement of payments to and from taxi companies.
- i. Manage and maintain a backup IVR system.
- j. Provide a plan to manually process all debit card transactions should the entire PDCS, including the IVR system, become unavailable.
- k. Provide PDCS contract administration and servicing including service level monitoring/enforcement and invoice payment
- l. Manage and enforce PDCS system warranty obligations.
- m. Establish and maintain a complete and accurate document control system including PDCS contract management files, correspondence between Contractor, SFMTA, and the DCS provider, invoice and payment reports, and training documentation.
- n. Operate and maintain any necessary DCS peripheral equipment including but not limited to the debit card printer/encoder, report printer, debit card/report shredder, and secure facility for storing unused debit card stock.
- o. On-going - Ensure that debit card training is available to all consumers newly certified in the taxi or ramp taxi program. Ensure that front line staff members are trained to orient new riders to the debit card program. Consumer training may consist of individual demonstrations or weekly orientation sessions, as appropriate.

Task 15.7: ITE On-going Operations – Contractor shall be responsible for the day to day management, servicing, and tracking of ITE through the end of the established ITE lease period (3 years from the date of purchase). Contractor's responsibilities shall include:

- a. Establish purchasing agreements with the approved ITE vendors to allow taxi companies to purchase additional and/or replacement ITE.
- b. Maintain an inventory of ITE installed in taxis, including units that are replaced, destroyed, under repair or maintained as extra inventory. Require the taxi companies to maintain an inventory of the ITE assigned to or purchased by them, including the location of the ITE.
- c. Manage and enforce ITE warranty obligations.
- d. Develop and implement an ITE inspection/audit program designed to identify unauthorized modifications to the equipment that may increase the risk of PDCS fraud.

5. *Appendix A-3 (Provider-related Tasks) is amended by amending item 19 to add a new performance standard to read as follows:*

- Contractor shall ensure that a comprehensive emergency and disaster preparedness plan for paratransit service is prepared and available for integration into SFMTA's emergency and disaster preparedness plan. This plan shall include clear protocols and standard operating procedures for all providers, drivers and provider staff members to follow in the event of an emergency while in service. Clear communication and assignment protocols shall also be established for all providers, drivers and provider staff members. Broker shall coordinate with the City's Office of Emergency Services and other community-based disability groups in developing the plan.
- Contractor shall establish a PDF of the updated paratransit customer list, including customer address, phone number and mobility aid/disability noted, and maintain it weekly on a stand-alone PC for printing, if needed, in an emergency. The Contractor may provide an alternative procedure for providing such information, subject to approval by the SFMTA.
- Broker shall require that all operators provide driver training materials and that drivers are trained appropriately in emergency standard operating procedures.
- Broker shall develop emergency planning protocol informational materials for paratransit customers, such as a brochure or an addition to the Rider's Guide(s).

6. A new Appendix B-1 is attached and incorporated into the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to Agreement to be executed, in quadruplicate, by their duly authorized officers, on the day and year written above.

CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

Municipal Transportation Agency
Board of Directors
Resolution No. _____
Date: _____

By _____
Nathaniel P. Ford
Executive Director/CEO

ATTEST:

Secretary

Board of Supervisors
Resolution No. _____
Date: _____

APPROVED AS TO FORM:

ATTEST:

DENNIS J. HERRERA
City Attorney

Clerk of the Board

By _____
Robin M. Reitzes
Deputy City Attorney

CONTRACTOR
ATC/Vancom, Inc.
2015 Spring Road, Suite 750
Oakbrook, IL 60523-3914
Federal Employer ID No. 36-4119560

Michael D. Griffus
President/COO

APPENDIX B-1

DESCRIPTION	7/1/07-6/30/08	7/1/08-6/30/09	7/1/09-3/31/10
ON SITE STAFF			
Labor	788,194	811,840	627,146
Maintenance QA Inspector (4/1/08-6/30/08)	16,750	69,010	53,310
Fringe	392,652	429,679	331,927
G&A	401,488	422,116	326,085
SUBTOTAL - ON SITE STAFF	1,582,333	1,732,645	1,338,468
CONTRACTED SERVICES			
DAJA Inc. DBE	418,535	431,091	333,018
Vehicle Manufacturing - VTC	27,200	0	0
legal cost/consult/ appeals panel/survey/auditors	100,856	103,882	80,249
Outside Service*	62,171	64,036	49,468
TOTAL CONTRACTED SERVICES	608,762	599,009	462,735
Utilities	14,881	15,327	11,840
Telephone	47,690	49,121	37,946
TOTAL UTILITIES	62,571	64,448	49,786
Off site storage	16,130	16,614	12,834
Facility rent	251,354	258,895	199,996
HVAC Maintenance	2,000	2,060	1,591
TOTAL RENT	269,484	277,568	214,422
Scrip Printing	82,860	93,555	0
SF Access Ticket printing	2,765	4,950	4,950
Scrip Destruction	7,500	7,725	1,500
New Scrip Storage/Banking (Brinks)	17,956	18,495	1,800
TOTAL SCRIP COST	111,081	124,725	8,250
Fuel, Maint. & Repair (Veh)	5,000	5,150	3,978
Telephone Maintenance	2,700	2,781	2,148
Computer Maintenance	4,000	4,000	3,000
Copier Maintenance	2,000	2,060	1,591
Mobility Master software upgrade	250,000	57,175	44,168
Education & Training	2,500	2,575	1,989
Travel	4,456	4,590	3,546
Trapeze travel	37,600	0	0
Printing/Newsletter	64,819	66,764	51,575
Office Supplies	24,735	25,477	19,681
Postage/FedEx	100,087	103,089	18,000
SF Tax-Fees	15,000	15,450	11,935

Advertising	2,122	2,186	1,688
Emergency and Disaster Preparedness	0	25,000	25,000
Vehicle Insurance	1,639	1,688	1,304
TOTAL OTHER COSTS	516,658	317,984	189,604

	Item	Budget
1	Paratransit Broker Cost Fully Burdened	\$835,189
2	Additional Payments for Early Delivery of Debit Card System (DCS) Tasks	\$85,000
3	DCS Procurement/ Licensing Fees	\$750,000
4	On-going DCS Hosting Cost	\$225,000
5	In Taxi Equipment- Procurement/ Installation	\$750,000
6	Modifications for Yellow/ Luxor Cab Company Systems	\$100,000
	Total	\$2,745,189

DESCRIPTION	7/1/07-6/30/08	7/1/08-6/30/09	7/1/09-3/31/10
Phone/Office equipment/copier	3,410	2,894	2,236
Computer equipment	40,450	12,400	4,500
Furniture	3,500	3,605	2,785
TOTAL EQUIPMENT COSTS	47,360	18,899	9,521

Profit	158,233	173,264	133,847
Total budget	3,356,483	3,308,544	2,406,632

*Includes janitorial, alarm, termite co., first aid supplies, and other misc. costs.

APPENDIX E

Budget for the Paratransit Debit Card Project

THIS PRINT COVERS CALENDAR ITEM NO. 14

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: TRANSPORTATION PLANNING AND DEVELOPMENT

BRIEF DESCRIPTION:

Requesting authorization for the Executive Director/CEO to execute the Eighth Modification to San Francisco Municipal Transportation Agency Contract MR-1138, Automatic Vehicle Location System, with NextBus Inc., extend the contract until October 5, 2008 at an additional cost of \$1,048,792 for a total Contract amount of \$11,452,612 to perform additional work and improvements to the Automatic Vehicle Location System.

SUMMARY:

- Contract No. MR-1138 requires NextBus, Inc. to develop, acquire, install and implement an integrated Automatic Vehicle Location System.
- On December 18, 2001, the Municipal Transportation Agency Board adopted Resolution No. 01-030, which authorized the award of Contract MR-1138 to NextBus Information Systems, Inc. at a cost not to exceed \$9,565,057.00, and for a term not to exceed five years. The contract was executed by the parties in July 2002.
- The contract has been modified seven times between November 2003 and November 2007.
- This Eighth Modification will extend the contract duration by an additional eight months; require that a letter of credit in the amount of \$1,100,000 remain in place until October 5, 2009, to cover the warranty period of the system; and increase the contract amount by an additional \$1,048,792 to perform additional work.
- Both the City Attorney and the Contract Compliance Office have reviewed this calendar item.

ENCLOSURES:

1. MTAB Resolution
2. Contract Modification No. 8

APPROVALS:
DIRECTOR OF DIVISION
PREPARING ITEM

DATE

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY _____

ADOPTED RESOLUTION Transportation Development Attn: Gigi Pabros
BE RETURNED TO 1 South Van Ness Avenue, 3rd Floor, San Francisco, CA 94102

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION

On December 18, 2001, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 01-030, which authorized the award of Contract MR-1138, Automatic Vehicle Location System to NextBus Information Systems, Inc. at a cost not to exceed \$9,565,057, and for a term not to exceed five years. The Contract was executed by the parties in July 2002.

The work under the Contract includes system design, purchase, installation and training services for the integrated Global Positioning System (GPS) based Automatic Vehicle Location and customer information system.

There have been seven modifications of the Agreement to date:

- On November 6, 2003, the Director of Transportation approved the First Modification, which modified the terms of the performance bond requirements and made technical revisions to the contract.
- On January 27, 2004, the Director of Transportation approved the Second Modification, which reduced the Contract value to \$9,428,545, modified the terms of the performance bond requirements and made technical revisions to the contract.
- On September 14, 2004, the Director of Transportation approved the Third Modification, which modified the payment schedule and the terms of the performance bond requirements.
- On July 30, 2005, the Acting Director of Transportation approved the Fourth Modification, which assigned the contract from NextBus Information Services, Inc. to NextBus, Inc.
- On August 22, 2006, the Executive Director/CEO approved the Fifth Modification, which replaced Article 8 of the Agreement “Performance, Labor and Material Bond”, with a new Article 8, “Letters of Credit and Retention of Progress Payments”, made technical revisions to the contract, and authorized the Contractor to proceed with Phases 4, 5, 6, 8 and 9 of the Agreement.
- On August 1, 2007, the Executive Director/CEO approved the Sixth Modification, which extended the term of the Agreement by three months, increased the Contract value to \$10,403,820, and modified 17 Passenger Information Display Signs by installing “Push-to-Talk” buttons.
- On October 19, 2007, the Executive Director/CEO approved the Seventh Modification, which extended the term of the Agreement to February 5, 2008; released the performance bond; required that a letter of credit in the amount \$1,100,000 remain in place until February 5, 2009, to cover the warranty period of the system; and continued a five percent retention of the value of the work performed. This modification did not increase the Contract value.

This Eighth Modification will extend the Agreement until October 5, 2008 in order to design and implement the following additional work:

1. Design and implement subway system maps.
2. Procure and deliver nineteen (19) subway platform LCD flat screen display monitors and associated construction materials.

3. Modify the existing software to provide additional configuration data to the Metropolitan Transportation Commission ("MTC") 511 System.

PAGE 3.

4. Delete the installation of ten (10) of the fifteen (15) transit information kiosks.
5. Extend wireless and ASP services for an additional eight (8) months.

The objective of the project is to provide real-time transit information to patrons, to provide real-time transit management tools to transit managers, and to provide transit system performance reports. The overall goal of this project supports SFMTA's 2008 to 2012 Strategic Plan as follows:

Strategic Plan 2: To get customers where they want to go, when they want to be there.

2.2 Transit Connectivity and Span of Service

Strategic Plan 5: To provide a flexible, supportive work environment and develop a workforce that is capable of leading the agency into the ever-evolving, technology driven future, that takes pride and ownership of the agency's mission and vision.

- 5.1 Increase resources available for employees in performing their jobs (tools, staff hours, etc)

Strategic Plan 6: To improve service and efficiency, the SFMTA must leverage technology.

- 6.1 Information and Technology Leadership: Identify, develop and deliver the new and enhanced systems and technologies required to support SFMTA's 2012 goals

Contractor will maintain a letter of credit in the amount of \$1,100,000 until SFMTA accepts the Contract work. Thereafter, the Contractor will maintain a letter of credit in a reduced amount through the one-year system warranty period. The City will continue to retain at least five percent of progress payments until satisfactory completion of the Contract work.

The City Attorney's Office and the Contract Compliance Office have reviewed this calendar item.

Staff recommends that the Board of Directors authorizes the Executive Director/CEO to execute the Eighth Modification to Contract No. MR-1138, Automatic Vehicle Location System, with NextBus, Inc., to extend the contract to October 5, 2008 at an additional cost of \$1,048,792 for a total Contract amount of \$11,452,612 in order to perform additional work and improvements to the Automatic Vehicle Location System.

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 01-030 on December 18, 2001, authorizing the Director of Transportation to enter into Contract MR-1138 for the development, acquisition, installation and implementation of an integrated Automatic Vehicle Location System ("Agreement") in an amount not to exceed \$9,565,057, and a term not to exceed five years; and,

WHEREAS, SFMTA entered into the Agreement with NextBus Information Systems, Inc. in July 2002; and,

WHEREAS, On November 6, 2003, the Director of Transportation approved the First Modification to Agreement, which modified the terms of the performance bond requirements and made technical revisions to the contract; and,

WHEREAS, On January 27, 2004, the Director of Transportation approved the Second Modification to Agreement, which reduced the Contract value to \$9,428,545, modified the terms of the performance bond requirements and made technical revisions to the contract; and,

WHEREAS, On September 14, 2004, the Director of Transportation approved the Third Modification to Agreement, which modified the payment schedule and the terms of the performance bond requirements; and,

WHEREAS, On July 30, 2005, the Acting Director of Transportation approved the Fourth Modification to Agreement, which assigned the contract from NextBus Information Services, Inc. to NextBus, Inc.; and,

WHEREAS, On August 22, 2006, the Executive Director/CEO approved the Fifth Modification to Agreement, which replaced Article 8 of the Agreement "Performance, Labor and Material Bond", with a new Article 8, "Letters of Credit and Retention of Progress Payments", made technical revisions to the contract, and authorized the Contractor to proceed with Phases 4, 5, 6, 8 and 9 of the Agreement; and,

WHEREAS, On August 1, 2007, the Executive Director/CEO approved the Sixth Modification, which extended the term of the Agreement by three months, increased the Contract value to \$10,403,820, and modified 17 Passenger Information Display Signs by installing "Push-to-Talk" buttons; and,

WHEREAS, On October 19, 2007, the Executive Director/CEO approved the Seventh Modification, which extended the term of the Agreement to February 5, 2008, without any cost impact to the Contract value; and,

WHEREAS, It is necessary to extend the Agreement to allow further time for installation of additional signs and subway system maps, procure and deliver subway platform display monitors, and to modify the existing software to provide additional configuration data to the Metropolitan Transportation Commission 511 System; and,

WHEREAS, This contract modification will assist SFMTA in meeting the goals and objectives of the agency's Strategic Plan: to improve service delivery, to improve communication to patrons, to provide an improved transit management tool, and to improve service by leveraging technology; and,

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute the Eighth Modification to Contract No. MR-1138, Automatic Vehicle Location ("AVL") System, to extend the Agreement to October 5, 2008 and to increase the Contract Amount by \$1,048,792 to \$11,452,612 to perform additional work and improvements to the Automatic Vehicle Location System.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, San Francisco Municipal Transportation
Agency Board

**Eighth Modification of Agreement between
The City and County of San Francisco and NextBus, Inc. for the Purchase and
Implementation of an Automatic Vehicle Location System**

This Eighth Modification of Agreement, dated for convenience as December 19, 2007, modifies the Agreement between the City and County of San Francisco (“City”), acting by and through its San Francisco Municipal Transportation Agency (“SFMTA”), and NextBus, Inc. (“Contractor”) for the Purchase and Implementation of an Automatic Vehicle Location System.

RECITALS

WHEREAS, In or about July 2002, the City and the Contractor entered into an Agreement for the Purchase and Implementation of an Automatic Vehicle Location System (“Agreement”); and

WHEREAS, The Agreement has been previously modified seven times; and

WHEREAS, The Contractor has agreed to add as additional Work procure and deliver nineteen (19) subway platform LCD flat screen display monitors and associated construction materials to the MTA; design and implement subway system maps; modify the software to provide additional system configuration data to the Metropolitan Transportation Commission (“MTC”) 511 System; delete from the Work installation of ten (10) information kiosks; and extend wireless and ASP services for entire AVL system an additional eight (8) months.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Eighth Modification of Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged,

THE CONTRACTOR AND THE CITY AGREE AS FOLLOWS:

1. EXTENSION OF TERM, COMPENSATION, LETTER OF CREDIT

i. Section 2.2 “Term of the Agreement” of Article 2 of the Agreement “Project Term” is hereby modified so that the term of the Agreement is Six (6) Years and Forty-Six (46) Calendar Days. Contractor shall complete the Work under the Agreement on or before October 5, 2008.

ii. Section 4.1 (b) of Section 4.1 “Compensation” of Article 4 of the Agreement “Pricing and Payment” is hereby deleted and replaced with the following:

4.1(b) In no event shall the amount of this Agreement exceed the Project Price, which is Eleven Million Four Hundred Fifty-Two Thousand Six Hundred Twelve Dollars (\$11,452,612). The specific agreed costs for the Project associated with this Agreement are set out in Appendix B to this Agreement, “Cost Proposal Schedule”, incorporated by reference as though fully set out herein.

iii. Section 4.8 of Article 4 of the Agreement “Pricing and Payment” is hereby deleted and replaced with the following:

4.8 To guarantee the Contractor's performance of the Agreement, the City may in its discretion retain five percent (5%) of each progress payment. The City shall not pay interest to the Contractor on said retained funds. At the request of the Contractor, retained funds shall be placed in an interest bearing escrow account for the benefit of the Contractor. Contractor shall locate an escrow agent and open the escrow account. The City shall deposit the retained funds into the escrow account within thirty (30) days of receipt from Contractor of notice of the escrow agent and account information. When the SFMTA determines that all system work has been completed in accordance with the specifications and requirements of this Agreement, and Contractor has certified by release (and the City has confirmed) that Contractor has fully paid all sub-contractors, vendors and suppliers, the SFMTA shall release the escrowed funds to the Contractor. The City shall release any retention withheld for Work qualifying as public works or erection upon the City's acceptance of that Work.

iv. Section 8.2 "Term and Extensions" of Article 8 of the Agreement "Performance, Labor, and Material Bond" is hereby deleted and replaced with the following:

Section 8.2 Term and Extension of Letter of Credit

The Contractor shall complete all Work under the Agreement on or before October 5, 2008. The Contractor shall maintain, extend or cause to be extended the term of the Letter of Credit at its current value of One Million One Hundred Thousand Dollars (\$1,100,000) from the date of its execution until October 5, 2008 or until the SFMTA accepts the Work to be performed under this Agreement and Contractor has certified that it has fully paid its subcontractors, vendors and material suppliers all amounts owed for work or materials provided to the Work under this Agreement, which ever is later.

The parties intend to amend the Agreement further to provide for the acquisition and installation of additional Passenger Information Display Signs, which shall be performed under a separate performance and payment bond in compliance with the City Administrative Code and California Public Contract Code requirements. Upon presentation of a performance and payment bond meeting those requirements for the value of the sign acquisition and installation work, the Contractor may reduce the Letter of Credit by the value of said bond(s), but shall maintain said Letter of Credit at that reduced value for the duration of the one-year warranty period.

2. ADDITIONAL WORK

Contractor agrees to perform the following Additional Work as more fully described in the document titled "Additional Work for AVL System Project Phases 12 through 14", attached hereto as Appendix A and incorporated by reference:

- (1) procure and deliver nineteen (19) subway platform LCD flat screen display monitors and associated construction materials to the MTA;
- (2) design and implement subway system maps;
- (3) modify the software to provide additional system configuration data to the Metropolitan Transportation Commission ("MTC") 511 System;
- (4) extend wireless and ASP services for the AVL system to October 5, 2008.

Contractor shall perform said Additional Work for the price listed in the “Modified AVL Phased Cost Proposal Schedule”, attached hereto as Exhibit B and incorporated by reference.

3. DELETED WORK

Contractor has agreed to delete the installation of ten (10) information kiosks from the Phase 3/Year 3 Cost Proposal Schedule. The full amount of that work of Two Hundred Fifty Eight Thousand Four Hundred Twenty Dollars (\$258,420) is credited back to the SFMTA, as shown at page 5 of the Modified AVL Phased Cost Proposal Schedule, Appendix B to the Agreement, attached to this document and incorporated by reference.

4. COUNTERPARTS

This Amendment to the Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may be delivered by executed facsimile transmission, which shall be deemed an original.

IN WITNESS WHEREOF, each party has duly executed this Eighth Modification of Agreement as of the date first referenced above.

<p>CITY Recommended by:</p> <hr/> <p>Carter R. Rohan, R.A. Senior Director of Transportation Planning and Development Municipal Transportation Agency</p> <p>Approved:</p> <hr/> <p>Nathaniel P. Ford, Sr. Executive Director/CEO Municipal Transportation Agency</p> <p>Approved as to Form: Dennis J. Herrera</p>	<p>CONTRACTOR Approved:</p> <hr/> <p>John Eaton Chief Financial Officer NextBus, Inc. 2433 Mariners Square Loop, Alameda, CA 94501</p> <hr/> <p>Owen Moore President Grey Island Systems, Inc. 76 Stafford Street, Suite 100 Toronto, ON Canada</p> <p>San Francisco Municipal Transportation Agency Board of Directors</p>
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City Attorney

Robert K. Stone
Deputy City Attorney

Resolution No. _____

Adopted: _____

Attest:

Secretary, SFMTA Board of Directors

APPENDIX A

Additional Work for AVL System Project Phases 10 Through 14

Contractor shall perform the additional work described in this Appendix A for the price set out in Appendix B to the Eighth Modification of the Agreement.

PHASE 10: Bus Shelter Passenger Information Display Signs

Deferred

PHASE 11: Platform Passenger Information Display Signs

Deferred

PHASE 12: Subway Platform LCD Displays

Contractor shall procure and deliver construction material and equipment to SFMTA for the installation of platform LCD displays at 9 subway stations. There shall be two (2) LCD displays per subway platform plus one spare unit. Each LCD display shall be 42" LCD monitor in a vandal resistant enclosure and shall be equipped with necessary computer and networking components. Other construction materials and equipment shall include but are not limited to electrical conduits, wires, pull boxes, power transformers, metal enclosures, locks, anchors, drills, saws, and lifts that are necessary for the construction of LCD displays in subway platforms. The actual construction work will be done by SFMTA staff.

PHASE 13: Design and Deploy New Subway System Maps

1. Contractor shall design and deploy within the AVL system new subway system maps as specified in Appendix C. SFMTA has reviewed and accepted the specifications and deployment proposal as shown in Appendix C.
2. Contractor shall provide software source code to SFMTA as required by Section 2.6.4.5 of the RFP for SFMTA-specific application software.
3. SFMTA may choose to customize predictions for the subway maps, Contractor shall provide SFMTA with on-going access to current subway stop predictions through REST-based web services returning data in a JSON or XML format, or standard SOAP based Web Services. Contractor shall guarantee that these queries be equivalent to the subway system map displays.

PHASE 14: Incorporation of Bus Stop Unique ID into the AVL System

1. Contractor shall design and deploy within the AVL system the incorporation of bus stop unique IDs.
2. Build a process to translate from old alphanumeric stop tags to new numeric stop ID.

3. Create a database table for storing translation between alphanumeric to numeric stop IDs.
4. Build software to populate the translation table.
5. Build software for translation and provide data to web application layer.
6. Enhance web server software so it converts existing bookmarks to numeric stop ID.
7. Modify Muni's TSDE Configuration Upload Tool (CUT) process to use stop number instead of stop tag.
8. Incorporate bus stop unique IDs into the MTC/511 data link per MTC requirements.
9. Retrofit display sign management system that the unique bus stop IDs shall be utilized as part of naming of the display signs and configuration of the display signs.
10. Contractor shall provide software source code to SFMTA as required by Section 2.6.4.5 of the RFP for SFMTA-specific application software

APPENDIX B

Modified AVL Phased Cost Proposal Schedule

<u>Phase 1/Year 1 Cost Proposal Schedule</u>

Scope of Work	Unit	Quantity	Unit Price	Total
Base System:				
A. (reference §2.0.A)	Lump Sum	1	\$159,527	\$159,527
B. (reference §2.0.B)	Lump Sum	1	\$359,370	\$359,370
C. (reference §2.0.C)	Lump Sum	1	\$314,500	\$314,500
D. (reference §2.0.D)	Lump Sum	1	\$54,125	\$54,125
F. (reference §2.0.F)	Lump Sum	1	\$27,063	\$27,063
G. (reference §2.0.G)	Lump Sum	1	\$0	\$0
Remove, Reinstall, Reactivate Rail Vehicle Tracking Installations	Per Rail Vehicle	29	\$595	\$17,255
Subtotal:				\$931,839

Software Licensing charge (§2.8)	Unit	Quantity	Unit Price	Total
AVL Perpetual License	Lump Sum	1	\$200,000	\$200,000
Subtotal:				\$200,000

Wireless Service Charge (§2.9.2)	Unit	Quantity	Estimated Term	Unit Price	Total
CDPD Service for Vehicle, base system	Monthly Rate per Vehicle	294	18 months	\$60	\$317,520
Communication Link Service for Display Sign	Monthly Rate per Sign	30	18 months	\$30	\$16,200
Subtotal:					\$333,720

Option 1(§2.0.H)	Unit #	Quantity	Estimated Term	Unit Price	Total
Electric Trolley Bus	Each	53	n/a	\$2,646	\$140,261
Subtotal:					\$140,261

Phase 1/Year 1 Contract Total:					\$1,605,820
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Phase 2A/Year 2 Cost Proposal Schedule

Scope of Work	Unit	Quantity	Unit Price	Total
Remove, Reinstall, Reactivate Next Generation Wireless Hardware in accordance with Amendment #2.	Each	212	Actual Costs without mark-up.	\$254,400
Subtotal:				\$254,400

Option 1 (§2.0.H)	Unit #	Quantity	Estimated Term	Unit Price	Total
Electric Trolley Bus	Each	245	n/a	\$2,646	\$648,375
Wireless services trolley	Monthly rate per vehicle	298	12 months	\$30	\$107,280
ASP services trolley	Monthly rate per vehicle	298	12 months	\$30	\$107,280
Subtotal:					\$862,935

Phase 2A/Year 2 Contract Total: \$1,117,335

Phase 2B/Year 2 Cost Proposal Schedule

Scope of Work	Unit	Quantity	Unit Price	Total
E. (reference §2.0.E)	Lump Sum	1	\$70,523	\$70,523
Remove, Reinstall, Reactivate Rail Vehicle Tracking Installations	Per Rail Vehicle	12	\$595	\$7,140
Subtotal:				\$77,663

Training Charge (reference §2.5)	Unit	Quantity	Unit Price	Total
Type 1	Per Session	2	\$48,000	\$96,000
Type 2	Per Session	6	\$3,000	\$18,000
Type 3	Per Session	6	\$8,000	\$48,000
Training Tapes	Per Set	2	\$20,000	\$40,000
Subtotal:				\$202,000

Option 1 (§2.0.H)	Unit #	Quantity	Estimated Term	Unit Price	Total
Electric Trolley Bus (Additional in Potrero)	Each	23	n/a	\$2,646	\$60,868
Subtotal:					\$60,868

Option 1(§2.0.H)	Unit #	Quantity	Estimated Term	Unit Price	Total
Wireless services trolley	Monthly rate per vehicle	321	12 months	\$30	\$115,560
ASP services trolley	Monthly rate per vehicle	321	12 months	\$30	\$115,560
Spare Parts	Per Set	33	n/a	\$2,007	\$66,225
Remove, Reinstall, Reactivate Trolley Tracking Installations	Per Trolley	33	n/a	\$595	\$19,635
Subtotal:					\$316,980

Option 2(§2.0.H)	Unit	Quantity	Unit Price	Total
Passenger Information Display Sign	Each	400	\$2,151	\$860,460
Spare Parts	Per Set	40	\$1,960	\$78,384
Labor to Hook-up and Install signs	Per Set	400	\$200	\$80,000
Install "Push-To-Talk" Button and Speaker Assembly	Each	17	\$1,471	\$25,000
Subtotal:				\$1,043,844

Option 3(§2.0.H)	Unit	Quantity	Unit Price	Total
Transit Information Kiosk	Each	5	\$20,898	\$104,489
Labor to Hook-up and Install Transit Information Kiosk	Per Set	5	\$2,344	\$11,721
Communication links and Internet Access Services for Kiosks	Each	5	\$2,400	\$12,000
Subtotal:				\$128,210

Option 8(§2.0.H)	Unit	Quantity	Unit Price	Total
Implementation of TalkingSigns® functionality on Passenger Information Display Signs	Per Sign	400	\$50	\$20,000
Spare Parts	Per Set	40	\$50	\$2,000
Subtotal:				\$22,000

Option 9(§2.0.H)	Unit	Quantity	Estimated Term	Unit Price	Total
Furnish & install ruggedized mobile computers, or approved alternate, into non-revenue vehicles	Per vehicle	8	n/a	\$7,141	\$57,129
Wireless internet services	Per month	8	\$36	\$40	\$11,520
Spare sets	Per Set	2	n/a	\$8,119	\$16,238
Subtotal:					\$84,887

Wireless Service Charge (§2.9.2)	Unit	Quantity	Estimated Term	Unit Price	Total
Wireless Service for Vehicle, base system	Monthly Rate per Vehicle	294	12 months	\$30	\$105,840
ASP Service for Vehicle, base system	Monthly Rate per Vehicle	294	12 months	\$30	\$105,840
Communication Link Service for Display Sign	Monthly Rate per Sign	430	12 months	\$15	\$77,400
ASP Service for Display Sign	Monthly Rate per Sign	430	12 months	\$15	\$77,400
Subtotal:					\$366,480

Phase 2B/Year 2 Contract Total:	\$2,302,932
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Phase 3/Year 3 Cost Proposal Schedule

Option 4(§2.0.H)	Unit	Quantity	Estimated Term	Unit Price	Total
Diesel Bus	Each	216	n/a	\$2,559	\$552,781
Diesel Bus	Each	334	n/a	\$2,759	\$921,563
Wireless services diesel bus	Monthly rate per vehicle	550	12	\$30	\$198,000
ASP services diesel bus	Monthly rate per vehicle	550	12	\$30	\$198,000
Spare Parts	Per Set	55	n/a	\$2,207	\$121,375
Remove, Reinstall, Reactivate Diesel Bus Tracking Installations	Per Bus	55	n/a	\$595	\$32,725
Subtotal:					\$2,024,444

Training Charge (reference §2.5)	Unit	Quantity	Unit Price	Total
Type 1	Per Session	0	\$48,000	\$0
Type 2	Per Session	2	\$3,000	\$6,000
Type 3	Per Session	2	\$8,000	\$16,000
Training Tapes	Per Set	0	\$20,000	\$0
Subtotal:				\$22,000

Option 3(§2.0.H)	Unit	Quantity	Unit Price	Total
Transit Information Kiosk	Each	0	\$21,098	\$0
Labor to Hook-up and Install Transit	Per Set	0	\$2,344	\$0

Option 3(§2.0.H)	Unit	Quantity	Unit Price	Total
Information Kiosk				
Communication links and Internet Access Services for Kiosks	Each	0	\$2,400	\$0
Subtotal:				\$0

Option 7(§2.0.H)	Unit	Quantity	Estimated Term	Unit Price	Total
Non-Revenue Vehicles	Each	60	n/a	\$3,435	\$206,097
Wireless services non-revenue vehicles	Monthly rate per vehicle	60	\$36	\$60	\$129,600
Spare Parts	Per Set	6	n/a	\$2,706	\$16,238
Remove, Reinstall, Reactivate Vehicle Tracking Installations	Per vehicle	15	n/a	\$595	\$8,925
Subtotal:					\$360,860

Option 9(§2.0.H)	Unit	Quantity	Estimated Term	Unit Price	Total
Furnish & install ruggedized mobile computers, or approved alternate, into non-revenue vehicles	Per vehicle	78	n/a	\$7,341	\$572,605
Wireless internet services	Per month	78	\$36	\$40	\$112,320
Spare sets	Per Set	3	n/a	\$8,119	\$24,356
Subtotal:					\$709,282

Wireless Service Charge (§2.9.2)	Unit	Quantity	Estimated Term	Unit Price	Total
Wireless Service for Vehicle, base system	Monthly Rate per Vehicle	294	12 months	\$30	\$105,840
ASP service for Vehicle, base system	Monthly Rate per Vehicle	294	12 months	\$30	\$105,840
Communication Link Service for Display Sign	Monthly Rate per Sign	430	12 months	\$15	\$77,400
ASP service for Display Sign	Monthly Rate per Sign	430	12 months	\$15	\$77,400
Subtotal:					\$366,480

Phase 3/Year 3 Contract Total:	\$3,483,066
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Phase 4/Year 4 Cost Proposal Schedule
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Option 5(§2.0.H)	Unit	Quantity	Unit Price	Total
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Extended Warranty	1-Year Term	1	\$309,700	\$309,700
			Subtotal:	\$309,700

Option 6(§2.0.H)	Unit	Quantity	Unit Price	Total
Extended Information System Service and Software Licensing (AVL and Arrival Forecasting)	1-Year Term	1	\$0	\$0
			Subtotal:	\$0

Wireless Service Charge (§2.9.2)	Unit	Quantity	Estimated Term	Unit Price	Total	
Communication Link Service for Display Sign	Monthly Rate per Sign	400	12 months	\$15	\$72,000	
ASP service for Display Sign	Monthly Rate per Sign	400	12 months	\$15	\$72,000	
					Subtotal:	\$144,000

Phase 4/Year 4 Contract Total:				\$453,700
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Phase 5/Year 5 Cost Proposal Schedule
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Option 5(§2.0.H)	Unit	Quantity	Unit Price	Total
Extended Warranty	1-Year Term	1	\$309,700	\$309,700
			Subtotal:	\$309,700

Option 6(§2.0.H)	Unit	Quantity	Unit Price	Total
Extended Information System Service and Software Licensing (AVL and Arrival Forecasting)	1-Year Term	1	\$0	\$0
			Subtotal:	\$0

Phase 5/Year 5 Contract Total:				\$309,700
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RM2 Funded Additional Work for AVL System Project
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Phase 4:	Unit	Quantity	Unit Price	Total
Install Third Street large-format platform signage for extended K-Line		39	\$7,500	\$292,500
			Subtotal:	\$292,500

Phase 5:*	Unit	Quantity	Unit Price	Total
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Implement SW changes required for direct data pipes from Muni's AVL server to the 511 system and other public agencies.		1	\$108,000	\$108,000
Subtotal:				\$108,000

Phase 6:*	Unit	Quantity	Unit Price	Total
Implement automated process for incorporation configuration of schedule and route changes into the AVL and prediction servers, so as to automatically generate maps and prediction changes without human intervention		1	\$158,400	\$158,400
Subtotal:				\$158,400

Phase 7: Deferred

Phase 8:	Unit	Quantity	Unit Price	Total
A. Install SW interface to add surface AVL data to ACTS subway passenger audio and visual information		1	\$68,000	\$68,000
B.*System for TSDE translation to NextBus XML schema		1	\$40,000	\$40,000
Subtotal:				\$108,000

Phase 9:*	Unit	Quantity	Unit Price	Total
Implement continuous automated monitoring of data and prediction quality		1	\$205,920	\$205,920
Subtotal:				\$205,920

RM2 Items Total:	\$872,820
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* Phases 5, 6, 8B, and 9 will have phased milestones and a payment schedule as follows: Preliminary design/analysis document including delivery schedule (15%), Final design document (25%), FAT (20%), SAT (40%)

Contract Modification #8, Additional Work for AVL System Project Phases 10 Through 14

Phase 10: Deferred

Phase 11: Deferred

Phase 12	Unit	Quantity	Unit Price	Total
Nineteen (19) Subway Platform Signs, including all incidental		1	\$191,598	\$191,598

Phase 12	Unit	Quantity	Unit Price	Total
components and work				
Subtotal:				\$191,598

Phase 13	Unit	Quantity	Unit Price	Total
Design and deploy new subway system maps, including all incidental components and work		1	\$120,434	\$120,434
Design and deploy data link with ATCS VCC		1	\$104,090	\$104,090
Subtotal:				\$224,524

Phase 14	Unit	Quantity	Unit Price	Total
Implement SW changes required to provide bus stop unique ID system configuration and additional configuration data to the MTC		1	\$44,370	\$44,370
Subtotal:				\$44,370

Wireless Service Charge (§2.9.2)	Unit	Quantity	Estimated Term	Unit Price	Total
Wireless Service for Vehicles	Monthly Rate per Vehicle	1170	8 months	\$35	\$327,600
ASP service for Vehicles	Monthly Rate per Vehicle	1170	8 months	\$35	\$327,600
Communication Link Service for Display Signs	Monthly Rate per Sign	684	8 months	\$17.50	\$95,760
ASP service for Display Signs	Monthly Rate per Sign	684	8 months	\$17.50	\$95,760
Subtotal:					\$846,720

Additional Work Total:				\$1,307,212
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PROJECT CONTRACT AMOUNT:

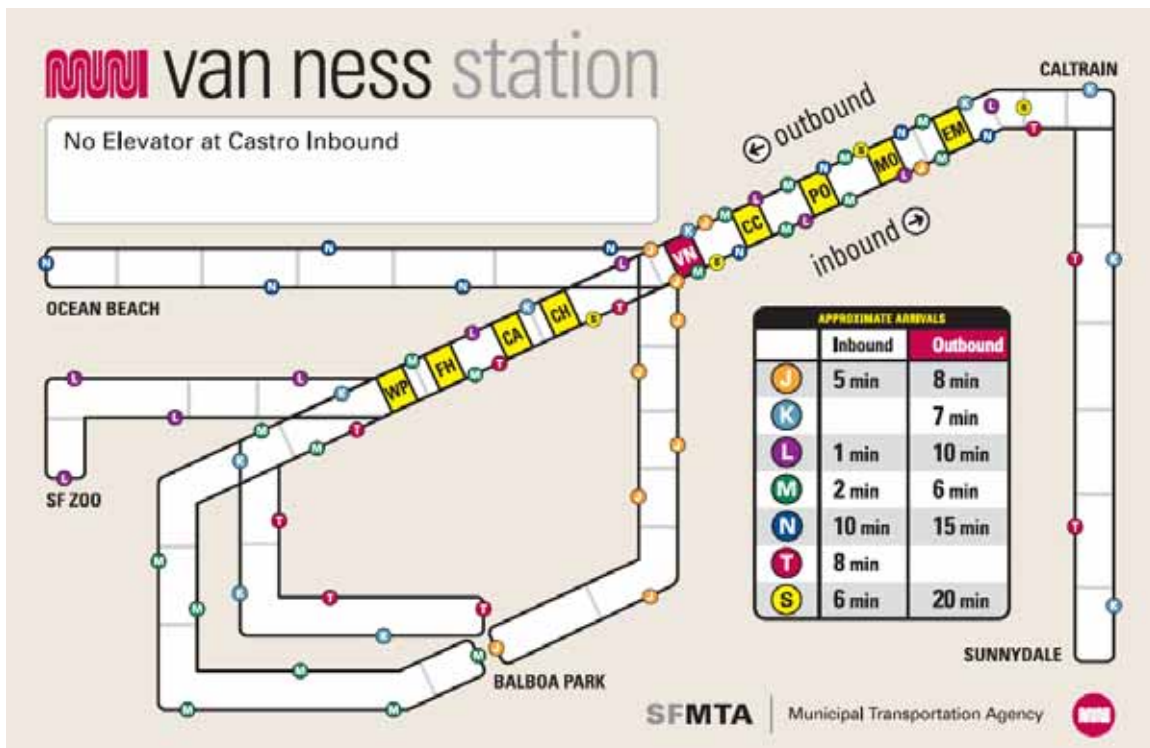
11,452,585

Appendix C

The objective of Subway Map development project is to display the location of trains on graphical map within SFMTA Metro Subway system on large flat screen displays at each subway platform. The new graphic map will allow the patrons to locate the current location of the trains on each track from West Portal, West of Forest Hill Station to the Ferry Portal entrance, East of Embarcadero Station. As part of this project, Contractor will design and implement a dynamic Subway Map system that includes the following general functionalities:

1. Vehicle Location interface

Contractor will implement a dynamic display application that will become the primary interface on all seventeen (17) platforms. This interface will display the prediction and location of all trains servicing J, K, T, L, M, N, S lines. All seventeen (17) displays monitors will show the entire system including both inbound and outbound trains as well as underground stations. The name of the station must be prominently shown on the top of the display. A color-coded circle with the line designator inside will represent the Train symbol/icon and its current location on the map. In addition to the train symbols the display will include an Estimated Time of Arrival (ETA) table providing the next train to arrive for each line. The arrival prediction will be based on AVL System's Real-Time predictions. The graphic will also include space for displaying user defined messages. These messages will be similar to the current shelter display sign and AVL public website.



2. Integration with ATCS data stream

- a. Contractor will implement a mechanism to integrate and accept VCC Train List data from SFMTA's ATCS into AVL System.
- b. Contractor will modify the current SMC data processing implementation so that various train state changes are captured more accurately. Further enhancements may be required as the effect of each event is analyzed and implemented.

SFMTA will procure and install a large (42") flat screen LCD monitor and Internet accessible Controller at each platform between Embarcadero and West Portal for a total of seventeen (17) LCD monitors. There will be one monitor for each direction, except at Embarcadero Station, at which a single display is intended for use by passengers traveling in either direction.