

THIS PRINT COVERS CALENDAR ITEM NO.: 10.11

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transportation Planning and Development

BRIEF DESCRIPTION:

Requesting authorization to advertise a Request for Proposals for Contract No. CS-156, Agency Capital Program Controls System Procurement and Related Support Services, to evaluate proposals and select a Consultant, and to negotiate a contract with the selected Consultant in establishing a program controls system for the Central Subway Project.

SUMMARY:

- The selected Consultant will provide necessary consulting services to specify and implement an agency-wide program controls system and related support services for and during the construction of the Central Subway Project.
- The estimated cost for all services requested in the RFP is \$22 million.
- Funding for consultant services under this Contract will be furnished from federal, state and local sources.
- The Contract Compliance Office has established a Small Business Enterprises (SBE) participation goal of 26 percent for this Contract.

ENCLOSURES:

1. SFMTA Board of Directors Resolution
2. Project Budget & Financial Plan
3. Request for Proposal

APPROVALS:

DATE:

DEPUTY OF DIVISION
PREPARING ITEM:

FINANCE (IF APPLICABLE):

EXECUTIVE DIRECTOR/CEO:

SECRETARY:

ADOPTED RESOLUTION TO BE
RETURNED TO: Contracting Section
Attn: Gigi Pabros

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

SFMTA staff requests that SFMTA Board of Directors authorize the Executive Director to advertise the Request for Proposal (RFP) for Contract No. CS-156, Agency Capital Program Controls System Procurement and Related Support Services, to evaluate proposals and select a consultant, and to negotiate a contract with the selected consultant in establishing a program controls system for the Central Subway Project.

GOAL

The Central Subway Project, supported by Contract No. CS-156, is consistent with the SFMTA Strategic Plan in the following goals and objectives:

Goal 4 – Financial Capacity: To ensure financial stability and effective resource utilization

Objective 4.2 Ensure efficient and effective use of resources

DESCRIPTION

Background:

The SFMTA's Third Street Light Rail Transit (LRT) Project is the most significant capital investment in generations for the seventh largest transit system in the nation. Phase 1 of the 6.9-mile two-phase project began revenue service in April 2007, restoring light rail service to the heavily transit-dependent Third Street corridor in eastern San Francisco for the first time in 50 years.

The Central Subway Project, Phase 2 of the Third Street Light Rail Transit Project, will provide rail service to the Financial District and Chinatown, the most densely developed areas of San Francisco. The new light rail line will serve regional destinations, such as Union Square, Moscone Convention Center, Yerba Buena, and AT&T Park, as well as connect directly to BART and Caltrain, the Bay Area's two largest regional commuter rail services.

The Central Subway Project will issue seven major construction contracts with a total estimated construction cost of more than one billion dollars. The construction will start in 2010 and will continue for 8 years.

The Federal Transit Administration (FTA) approved the Project schedule and budget, and have provided for additional schedule and budget contingency.

Current Status:

The Central Subway design consists of a short portion of in-street surface light rail in the southern portion of the system before transitioning into subway operation for most of the

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alignment. Twin bore tunnels are proposed for the subway with three subway stations serving the Moscone/Yerba Buena, Union Square/Market Street, and Chinatown areas.

The Union Square/Market Street Station will interconnect with the existing BART/Muni Powell Street Station. A deep tunneling approach using tunnel boring machines (TBMs) is proposed to reduce surface disruption during construction, to create a more direct alignment, and to shorten the construction period. The Central Subway tunnels will pass under the existing BART/Muni Market Street subway tunnels with the rail over 100 feet below the ground surface. Most of the alignment will be located under existing street right-of-way with limited required underground easements. The stations will have center-platforms with passenger end-loading and are designed to accommodate high-floor two-car trains. Whenever feasible, off-street properties have been identified for the primary station access with transit oriented development opportunities at the Moscone/Yerba Buena and Chinatown Stations.

Construction methods consist of TBM construction of the running tunnels, which will pass through differing geological formations, including bay mud, alluvium, Colma formation, and Franciscan bedrock. Subway station construction methods will vary. The Moscone/Yerba Buena Station will be constructed using traditional top-down cut-and-cover construction. The Union Square/Market Street Station is located in a very constricted area and will most likely be constructed using a combination of cut and cover and mined sequential excavation methods. Chinatown Station, also in a very constricted area, will be constructed using mined sequential excavation.

The Project has completed the preliminary engineering work. Seven major construction contracts are scheduled to implement the Project. The SFMTA Board of Director authorized the advertising of a RFP to retain final design services that is currently in the evaluation process for selection. The Project construction is scheduled to begin in 2010 and be completed in 2018.

Purpose and Scope of Request for Proposals:

The anticipated complexity of the Central Subway, including tunneling and/or cut-and-cover construction, in proximity to sensitive urban structures and facilities, poses significant coordination, management, design and construction challenges to the City. Current tools to monitor and control the Project are outdated and require extensive resources to maintain. Given the substantial capital investment in the Central Subway and the target project completion schedule of 2018, it is in the best interests of the Agency to engage a qualified consultant with specific experience and expertise in project controls with specialties in transit, tunneling, and underground scheduling and estimating, and other services for the monitoring and controlling, and establish a project controls system for the Central Subway Phase of the Third Street Project.

To manage the Central Subway Program and the Agency's other capital projects, the SFMTA seeks to procure an agency-wide program controls software system capable of tracking capital project budgeting, financing, and contractor payments, project design

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scheduling, construction scheduling, and contract claims management. The system will be implemented first on the Central Subway Program, and will then be implemented on all other SFMTA capital projects led by the Transportation and Planning Division.

The purpose of this RFP is to develop, implement, and operate a program controls system, and other services for monitoring and controlling the Central Subway Project and other Agency capital projects. Services include, but are not limited to, the following:

- furnish services to as necessary to implement an independent project controls
- specify the hardware and software requirements to establish an integrated project controls system
- implement the project controls system with integration to exiting legacy systems
- streamline existing capital project management business and related workflow processes consistent with the project controls system
- implement training of Agency staff
- assemble operations and maintenance manuals

The RFP proposes a contract with a term of eight years and two options of one-year extensions for the program controls development, implementation and operations services, and support services during the construction and close-out phase for the Central Subway Project. The estimated cost for all services requested in the RFP is \$22,200,000.

Conflict of Interest Protections:

To prevent a potential organizational conflict of interest, the selected prime consultant, the consultant's key personnel and all subconsultants will be precluded from participating in any existing RFPs for program management/ construction management and final design, and construction and procurement services for the Central Subway Project.

Regarding communications by firms submitting proposals to the SFMTA, RFP Section 1.11 states:

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 SFMTA Board of Directors finally approves the contractor selection and, if required, by the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are notified that they may not contact any SFMTA staff member, other than a person with whom contact is expressly authorized by this RFP, for the purpose of influencing the Contractor selection process or the award of the Contract from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and, if required, by the San Francisco Board of Supervisors. This prohibition does not

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apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are 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 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 RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP shall 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 (Appendix 8) 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.”

ALTERNATIVES CONSIDERED

The SFMTA current project monitoring and controls system is outdated and is not adequate to manage the Central Subway Project. Given the substantial capital investment in the Central Subway and the target project completion schedule of 2018, it is in the best interests of the Agency to engage a qualified consultant with specific experience and expertise in project controls with specialties in transit, tunneling, and underground scheduling and estimating, and other services for project monitoring and establish a project controls system for the Central Subway Phase of the Third Street Project.

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FUNDING IMPACT

The \$1.58 billion FTA New Starts Project includes this contract, is to be funded by a combination of federal, state and local monies. The Project Budget & Financial Plan is set forth in Enclosure 2.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

This contract is subject to approval by the Civil Service Commission and the Board of Supervisors.

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

The Contract Compliance Office has established a 26 percent SBE goal for this contract.

RECOMMENDATION

It is recommended that the SFMTA Board of Directors authorize the Executive Director to advertise the RFP for Contract No. CS-156, Agency Capital Program Controls System Procurement and Related Support Services, to evaluate proposals and select a consultant, and to negotiate a contract with the selected consultant in establishing a program controls system for the Central Subway Project.

Upon successful negotiations with the selected Consultant, the Executive Director will present the negotiated contract to the SFMTA for approval and request authorization to present the contract to the Board of Supervisor for final approval.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Final Environmental Impact Statement/Environment Impact Report (Final EIR/EIR) for the two-phase Third Street Light Rail Project (the "Project") was completed in November 1998; and,

WHEREAS, The former Public Transportation Commission approved Resolution No. 99-009 on January 19, 1999, which adopted the environmental findings pursuant to the California Environmental Quality Act (CEQA) for the Project, including mitigation measures as set forth in the Project's Final Environmental Impact Report and Mitigation Monitoring Report; and,

WHEREAS, Design and construction of the 1.7-mile Central Subway ("Central Subway Project") is Phase 2 of the Third Street Light Rail Transit Project; and,

WHEREAS, The anticipated complexity of the Central Subway Project, in proximity to sensitive urban structures and facilities, poses significant coordination, management, design and construction challenges to the City; and,

WHEREAS, The Central Subway Project estimated construction cost is more than 1 billion dollars and construction duration is 8 years; and,

WHEREAS, The SFMTA desires to issue a Request for Proposals for a Consultant to procure a program controls system and support services for the Central Subway Project; and,

WHEREAS, The funding for work under this Contract is to be furnished from federal, state and local sources; and,

WHEREAS, The Contract Compliance Office has established a 26 percent SBE goal for this contract; and,

WHEREAS, SFMTA staff will seek the approval of this Board prior to the execution of this Contract; and,

WHEREAS, Execution of the contract is contingent upon an approval by the Civil Service Commission and the Board of Supervisors; and,

WHEREAS, Contract No. CS-156 will assist SFMTA in meeting the Strategic Plan Objective No. 4.2 -- to ensure the efficient and effective use of resources; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to advertise a Request for Proposals for

Contract No. CS-156, Agency Program Controls System Procurement and Related Support Services, to evaluate proposals and select a Consultant, and to negotiate a contract with the selected Consultant in establishing a program controls system for the Central Subway Project.

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

Secretary, Municipal Transportation Agency Board

ENCLOSURE 2
THIRD STREET LIGHT RAIL PROJECT
CENTRAL SUBWAY

San Francisco Municipal Railway Contract No. CS-156

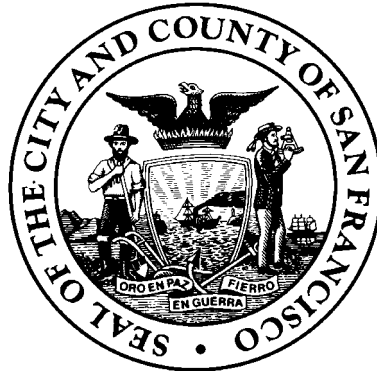
| Cost | (\$Millions) |
|--|---------------------|
| Conceptual and Preliminary Engineering | 43.35 |
| Program Management & Construction Management | 158.60 |
| Final Design | 42.00 |
| Construction Contracts | 1014.69 |
| Vehicles | 29.09 |
| Contingency | 172.47 |
| Total Central Subway Cost | \$ 1,578.30 |

| Funding | (\$Millions) |
|--------------------------------------|---------------------|
| Federal 5309 New Starts ¹ | 942.20 |
| State RTIP Grant | 88.00 |
| CMAQ | 6.23 |
| State TCRP Grant | 14.00 |
| Proposition 1B-2006 MTC Share | 100.00 |
| Proposition 1B-MTA Share | 100.00 |
| Proposition Additional 1B-MTA Share | 40.00 |
| Proposition K Sales Tax Funds | 123.98 |
| Option Local and Regional Sources | 163.89 |
| Total Central Subway Funding | \$ 1,578.30 |

- ^{1.} New Starts funding to be determined after FTA issues approval to enter Final Design



Municipal Transportation Agency



REQUEST FOR PROPOSALS FOR

AGENCY CAPITAL PROGRAM

CONTROLS SYSTEM PROCUREMENT

AND RELATED SUPPORT SERVICES

RFP No. CS-156
(CCO 09-1104)

Deadline for Submission: October 22, 2009 at 5:00 p.m.

Official Advertisement

The San Francisco Municipal Transportation Agency (SFMTA) seeks to engage a qualified consultant to assist the SFMTA in specifying hardware and software, and implementing a Capital Program Controls System to track capital project finances, spending and project scheduling. The contract ("Contract") for these services will be established initially for a period not to exceed eight years, with an option for the SFMTA to extend the term of the Contract up to an additional two years in two one-year extensions.

The Proposer will provide professional consulting services as specified in the Request for Proposals (RFP) by direct assignment of Proposer's personnel and through any necessary Sub-proposers.

Proposers must deliver 15 hard copies and 15 CD copy of their Proposals, together with completed forms as called for in Section III, "Submission Requirements," by **5:00 p.m. on October 22, 2009** at the following address:

**SFMTA Transportation Planning and Development Division
Contract Management Office
1 South Van Ness Avenue, 3rd Floor
San Francisco, California 94103-1267
Attention: Mr. Mario Gallardo**

Prospective proposers may obtain a copy of the RFP and additional information for this RFP No. CS-156, including the forms to be submitted with the Proposal, at the address given above or by calling Mr. Mario Gallardo at (415) 701-4348.

A pre-proposal conference will be held on **October 1, 2009 at 11:00 AM at 1 South Van Ness Avenue, 3rd Floor, Civic Center Conference Room No. 3074, San Francisco, California**, to discuss the RFP and the Small Business Enterprise (SBE)/Non-Discrimination Requirements. Although attendance at the pre-proposal conference is not mandatory, the SFMTA strongly urges all prospective Proposers and Sub-proposers to attend this conference. For questions regarding the Pre-proposal Conference, contact Mr. Mario Gallardo at (415) 701-4348.

A Selection Committee and the Contract Compliance Office will evaluate each submittal. The final selection of the Proposer for this Contract will be made based on the proposals' responsiveness to the RFP, SFMTA's evaluation of the proposals, oral interviews with short-listed Proposers, and each Proposer's compliance with the SFMTA's SBE/Non-discrimination requirements.

The successful Proposer shall cooperate with SFMTA in meeting its commitments and objectives with regard to ensuring nondiscrimination in the

award and administration of DOT-assisted contracts and shall use its best efforts to ensure that barriers to participation of SBE do not exist.

The work described in these specifications is to be financed with the assistance of a grant from the Federal Transit Administration, and all work described in these specifications shall be performed in accordance with Federal Transit Administration guidelines and regulations.

A 26 percent SBE participation goal has been established for this Contract.

Questions concerning the Scope of Services or SBE/Non-Discrimination Requirements should be submitted as per Section VI (A) of the RFP, Requests for Information or Clarification.

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Glossary of Definitions, Terms, and Abbreviations

DEFINITIONS

Award means authorization by resolution of the SFMTA Board of Directors for its staff to execute the Contract with the selected Proposer, and (where required) approval of the Contract by the San Francisco Board of Supervisors. .

Award Process includes the pre-award, award and post-award phases of a negotiated procurement, a request for proposals (RFP), or a sealed bid.

Bid includes the terms “offer” or “proposal” as used in the context of negotiated procurements, responses to an RFP and sealed bids.

City means the City and County of San Francisco, acting through the SFMTA.

Branch Office is a geographically distinct place of business or subsidiary office of a firm that has a key role on the project team.

Proposer is the prime Proposer firm selected to be awarded the Contract under this RFP.

Contract is the agreement between the selected Proposer and the City, based on the final negotiated cost, schedule and work intended under this RFP.

Contract Compliance Office (CCO) is the SFMTA office that administers compliance with federal regulations governing the Disadvantaged Business Enterprises/Equal Employment and Non-Discrimination Programs, in addition to the Small Business Enterprise Program, and the city’s Human Rights Commission’s Local Business Enterprise/Non-Discrimination Program. The Contract Compliance reference number for this RFP is CCO No. 08-993.

Contract Manager (CM) refers to the SFMTA Manager responsible for overseeing contractual administration of the Contract, to include review and approval of invoices, review and approval of all contractual actions and Contract interpretation.

Days refer to working days of the City and County of San Francisco (unless otherwise indicated). The use of the term “days,” “working days” or “business days” in this Request for Proposals shall be synonymous.

Department of Parking and Traffic (DPT) refers to the Department of Parking and Traffic of the SFMTA.

Discipline includes the area of primary technical capabilities of key personnel, as evidenced by academic degrees, professional registration, certification, and/or extensive experience.

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

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

Key Personnel are those Proposer's participants on a project whose primary assignment is this project and that without SFMTA's release (unless it is an employer termination situation) cannot work on another assignment. The key personnel, in a full-time and near 100%, contribute in a substantive, measurable way to the project's development.

Municipal Transportation Agency ("SFMTA" or "Agency") is the Agency of the City 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 Agency 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.

Post-Award Protest is a complaint by a bidder or Proposer when the SFMTA Board of Directors awards a contract, or recommends that the Board of Supervisors award a contract.

Proposer is a person, partnership, firm or a joint venture of firms responding to this RFP. The terms "system integrator", "consultant", "responder," "firm," "Proposer," "prime Proposer," "team" or "organization" in this RFP are synonymous with the term Proposer.

Proposal refers to a Proposer's written response/submittal to this RFP.

Protest is a complaint by a bidder or Proposer regarding a bid or the award process that arises prior to award and is formally communicated to the SFMTA's Executive Director/CEO, as provided under Appendix 5.

Relevant Projects are those projects in which the Proposer or Key Personnel had a significant role that demonstrates the Proposer's capability to perform the services called for in this RFP.

San Francisco Bay Area refers to the area within the nine Bay Area counties as currently defined by the Association of Bay Area Governments ("ABAG"), which are Alameda County, Contra Costa County, Marin County, Napa County, San Francisco County, San Mateo County, Santa Clara County, Solano County, and Sonoma County.

San Francisco Municipal Railway ("Muni") refers to the San Francisco Municipal Railway of the SFMTA.

Scope of Services are the services, tasks, and deliverables that the Proposer will provide to the SFMTA under the Contract.

Small Business Enterprise or SBE is a for-profit, small business concern with a three (3) year average gross revenue not exceeding Twelve Million Dollars (\$12,000,000) and is certified under any of the following programs: the State of California's Small Business Program ("State Program"), the City and County of San Francisco's LBE Program ("City Program"), or the California Unified Certification Program ("Federal DBE program").

Sub-proposer refers to any firm under contract to the Prime Proposer for services under this RFP.

TERMS AND ABBREVIATIONS

| | |
|---------|---|
| Board | Municipal Transportation Agency Board of Directors |
| BRF | Budget Revision Form |
| CaPWOC | Capitol Projects Working Committee |
| CCO | Contract Compliance Office |
| CCSF | City and County of San Francisco |
| CER | Conceptual Engineering Report |
| CFR | Code of Federal Regulations |
| CPCS | Capital Program Controls System |
| CPM | Critical Path Method |
| CSP | Central Subway Project |
| DOT | U.S. Department of Transportation |
| DPT | Department of Parking and Traffic |
| DTIS | Department of Telecommunications and Information Services |
| ECM | Enterprise Content Management |
| EEO | Equal Employment Opportunity |
| FFGA | Full Funding Grant Agreement |
| FTA | Federal Transit Administration |
| GO | General Order |
| HRC | Human Rights Commission |
| MTC | Metropolitan Transportation Commission |
| Muni | San Francisco Municipal Railway |
| NTP | Notice To Proceed |
| PUC | San Francisco California Public Utilities Commission |
| QA / QC | Quality Assurance / Quality Control |
| PCO | Project Controls Oversight |
| RFI | Request For Information |
| RFP | Request For Proposals |
| RIDS | Reports inventory-Interfaces-Data condition-Security |
| RTP | Regional Transit Plan |
| SBE | Small Business Enterprise |
| SFCTA | San Francisco County Transportation Authority |
| SFMTA | San Francisco Municipal Transportation Agency |
| SI | System Integrator |



REQUEST FOR PROPOSALS
FOR
AGENCY CAPITAL PROGRAM CONTROLS SYSTEM
PROCUREMENT AND RELATED SUPPORT SERVICES

NOTICE:

In order to ensure a fair and competitive selection process, SFMTA directs Proposers not to contact staff members, executives of the SFMTA, or individual members of the SFMTA Board of Directors regarding this RFP, except as otherwise stated in this RFP. If proposers disregard this directive, they may be disqualified from participating in the selection process.

I. INTRODUCTION

1.1 General

San Francisco Municipal Transportation Agency (SFMTA) provides public transportation services and regulates on-street parking, manages off-street parking facilities, and provides traffic engineering for the City and County of San Francisco. The SFMTA is primarily organized into two business units: The San Francisco Municipal Railway (MUNI) and the Department of Parking and Traffic (DPT). The SFMTA is the seventh largest public transit Agency in the United States, providing transit services to over 200 million riders annually, with an annual operating budget of over \$35 million.

1.2 Requests for Proposal (RFP) Background and Purpose

The SFMTA anticipates implementing \$4.5 billion in capital projects over the next 5 years ranging in size from \$5 million to over \$100 million. It is estimated that SFMTA, at any point in time, has at least fifty active capital projects in progress with a total dollar valuation between \$500 million and \$1 billion. The most significant of the Agency's capital projects is the Central Subway Project. The Central Subway Project is a \$1.6 billion project with construction contracts valued at over \$900 million. The Central Subway Project is an extraordinarily complex project involving multiple revenue sources and many consultants and contractors. The Project will

construct a new 1.2 mile subway through San Francisco's downtown core and into Chinatown, one of the most densely developed areas in the United States.

The Central Subway Project consists of a short portion of in-street surface light rail and a surface station at Brannan Street in the southern portion of the system before transitioning into subway operation for most of the alignment. Twin bore tunnels are proposed for the subway with three subway stations serving the Moscone/Yerba Buena, Union Square/Market Street, and Chinatown areas. The Union Square/Market Street Station will interconnect with the existing BART/Muni Powell Street Station. A deep tunneling approach using tunnel boring machines (TBMs) is proposed to reduce surface disruption during construction, to create a more direct alignment, and to shorten the construction period. The Central Subway tunnels will pass under the existing BART/Muni Market Street subway tunnels with the rail over 100 feet below the ground surface. Most of the alignment will be located under existing street right-of-way with limited required underground easements. The stations will have center-platforms with passenger end-loading and are designed to accommodate high-floor two-car trains. Whenever feasible, off-street properties have been identified for the primary station access with transit oriented development opportunities at the Moscone/Yerba Buena and Chinatown stations.

To manage the Central Subway Project and the Agency's other capital projects, the SFMTA seeks to procure a capital program controls system capable of tracking capital project budgeting, financing, and contractor payments, complex project design scheduling, construction scheduling, and contract claims management. The system must be a configurable off-the-shelf system capable of integrating with existing "legacy" software programs, such as the City's FAMIS accounting system. The system will be implemented first on the Central Subway Project, and will then be implemented on all other SFMTA capital projects.

Using the Central Subway Project's project controls program as a model, the consultant will assist the SFMTA in implementing that program Agency-wide to be used in all other SFMTA capital projects. That work will include training Agency staff, recommending changes and improvements to SFMTA business practices, and may also include reconfiguring the software to meet the general business needs of the Agency.

1.3 Project Goals and Objectives

The SFMTA's goals and objectives in implementing a project controls program for the Central Subway Project and other SFMTA capital projects are:

1. Minimize exposure to financial risk, claims and litigation;
2. Provide the SFMTA greater control over project financials and scheduling, and ensure that the Agency's business practices are consistent with national industry standards and best practices;

3. Comply with regulatory and reporting requirements; and
4. Increase the Agency's capacity to undertake and deliver large capital programs.

The project management program developed under this Contract must, at a minimum, meet the following objectives and criteria:

1. Provide an integrated business platform (for all project control software modules) for conducting all project control functions;
2. Maintain data integrity with controlled and consistent data entry;
3. Enable traceability of project issues, data and documents;
4. Provide real-time and proactive tracking (with alerts and flags) and management capability of scope, schedule and budget;
5. Allow replacement of paper forms with electronic forms/functionality and enable comprehensive workflow capability (for review and approval routing);
6. Provide easy-to-develop and use reporting tools that enable staff to meet their information management and reporting needs;
7. User friendly system that is flexible, scalable and open source based; and
8. Enhance staff skills and increase organizational capacity to better track and manage all capital programs.

1.4 Description of Current Environment (Capital Project Management)

At SFMTA, most of the capital projects are managed by three groups: Transportation Planning and Development (TPD); Service Delivery and Operations (SDO); and Traffic and Parking (DPT). The TPD group manages planning, engineering and construction of new transit projects, including Third Street Light Rail Vehicle, Central Subway, and Radio/Automatic Vehicle Location (GPS tracking) projects. The SDO group manages capital development projects related to transit service delivery and fleet engineering maintenance. The DPT group is primarily engaged in traffic engineering design and construction projects. Most of these projects are funded by federal, state and local funds. These projects generally follow the project development lifecycle as detailed in the SFMTA project operations manual:

- Phase 1 = Conceptual Engineering Phase (preliminary engineering);
- Phase 2 = Detailed Design Phase (final design including bid and award); and
- Phase 3 = Procurement, Construction and Closeout.

The SFMTA seeks to implement an Agency-wide project controls framework that will serve the needs of the Agency's three business groups. Of the three groups, the TPD group oversees a majority of the capital projects, including Central Subway project. Within the TPD group, the Transportation Development (TD) Subdivision has the responsibility to provide project management, project controls, engineering, and construction management services on capital projects.

1.4.1 Transportation Division Structure

Project Management Unit: The Project Management Unit provides project managers (PMs) to manage design and construction of transit development projects. The project managers are responsible for the overall management of scope, schedule and budget on each of their assigned projects. Most of their information needs concern project budgets, schedule/milestone tracking and actual costs. They coordinate with project controls, accounting, engineering and construction management units to gather and compile their information management needs, which primarily are drawn from the Financial Accounting Management Information System (FAMIS), Project Management Information System (PMIS) and other tools like Excel and MS Project. The PMs also manage contract change orders and all budget revisions. The PMs produce bi-weekly project status reports to the TPD Director and quarterly reports to FTA and other grantors.

Engineering Design Unit: The Engineering Design Unit provides the services of project engineers to meet the internal engineering design needs. This unit can provide full service design services in all disciplines (civil, mechanical, electrical, etc.). The project engineers work closely with PMs to provide status updates and also work with construction resident engineers to provide technical support. Most of this Unit's information management needs concern forecasting staff workload estimates and tracking those estimates with actual data in a timely manner. Unit staff use work plan data, PMIS data, FAMIS reports and actual labor hours in managing their information needs.

Project Controls Unit: The Project Controls Unit provides project data management and reporting support to project managers, project engineers and other staff. This unit is responsible for the maintenance of PMIS and as part of this function coordinates, compiles and inputs into PMIS project budget and cost data, milestone data, manpower estimates, and actual time card data. From the PMIS, the staff generates milestone reports, cost reports, estimate to complete reports, and other data that supports project status and quarterly reports.

Construction Management Unit: The Construction Management Unit provides construction management services through in-house resident engineers. The resident engineers are the main contact between the Agency and a construction contractor, and are involved in all aspects of day-to-day construction management. Resident engineers manage all on-the-

ground activity to oversee the progress of contract milestones and track all RFIs, submittals, progress payments, meeting minutes, issues, daily reports, and other correspondence. Project engineers generally use the following software programs: Primavera P3, Expedition, MS Project, Excel, and Word..

In addition to these units, several other groups within SFMTA are involved with aspects of capital project management. These groups include Grants Compliance, Accounting and Information Technology, all of which interact and provide some form of support to the Agency's management of capital projects.

1.4.2 Capital Project Functional Flow and Supporting Systems

The graphic in the following page represents a high level flow of SFMTA's current capital project development and management processes. SFMTA staff currently utilizes FAMIS, PMIS, TESS, Primavera, Access, and Excel and Word templates to develop and manage projects. Each these systems are stand-alone and are not integrated with each other. A brief description of each of these tool/systems is provided below:

FAMIS: Financial Accounting Management Information System is the City's mainframe accounting and project budgeting system written in Cobol. The consultant firm of KPMG introduced and supported FAMIS since 1994. All projects that are paid for with grant funding must reside in FAMIS. Project Managers develop project budgets on a Budget Revision Form (BRF) by estimating costs for each anticipated high-level account number. Projects are then created by personnel in Grants Accounting; where FAMIS "Index Codes" are assigned to each account number (broken down to segment, phase and activity number.) All actual charges to a project must have a FAMIS index code in order to be accounted for in FAMIS. This is the system of record for all project costs.

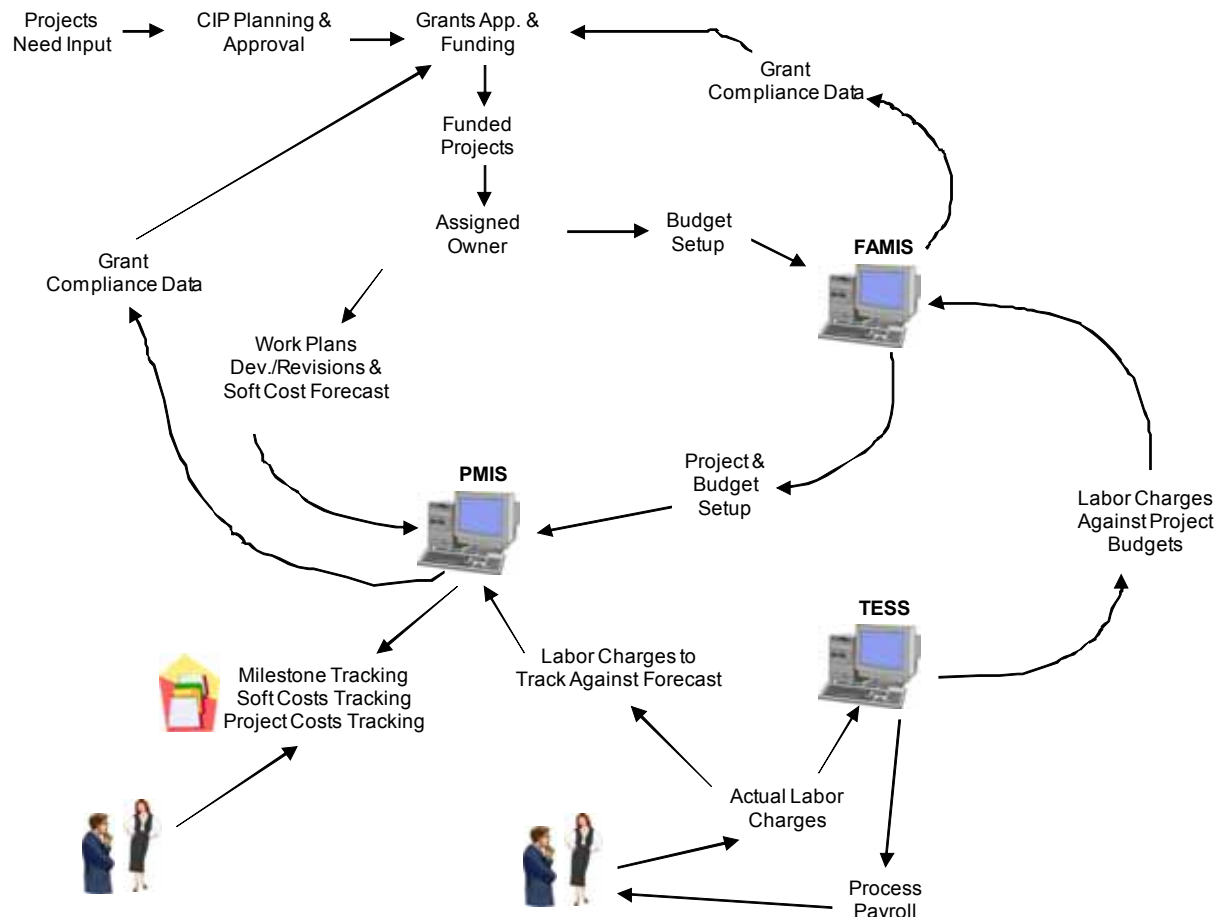
PMIS: Transportation Development's Project Management Information System. This is a FoxPro-based database hosted on a server at the SFMTA's Stevenson Street facility. This is the system of record for milestone dates. It is also used to develop and revise "work plans", which are used by the engineering managers to plan and level the labor hours for their staff of engineers. It is also used to compare actual labor costs to planned cost (actual labor hours are entered in PMIS from the time sheets, then actual costs are calculated monthly based on the latest labor rates provided by the PUC to the PMIS operator on a disk).

TESS: Time Entry Scheduling System is the City's payroll system. Excel-based time sheets are filled in bi-weekly by all SFMTA personnel. Time sheets must contain the FAMIS index code and account number for the work done. The time card is then submitted to one of five administrative assistants, who enter the time sheet data into the TESS payroll system from

their desktop computers. TESS calculates the final labor cost with all burdens and overhead, then uploads those costs (using the FAMIS index codes as a reference) to FAMIS.

Primavera: The critical path method scheduling software used by SFMTA to manage construction contracts. Depending on the size or complexity of a development project, Primavera may be used to analyze the baseline schedule and measure progress as the project proceeds.

Capital Project Development & Management – A High Level Functional Process



Graphics depicting the tools and systems described in this Subsection 1.4.2.

Excel/Access: Used for a variety of purposes.

For Budgets, Excel is used to maintain the Budget Revision Form (BRF). A public folder organized by project number in Microsoft Outlook is available to all SFMTA personnel. As changes are made to the budget or funding of a

project, the last Budget Revision Form is revised, saved for the new date, printed and circulated to eight signatories.

For Portfolio Management, Access is used to create and maintain the projects found in the Short Range Transit Plan (SRTP) by Planning Department personnel. This database holds critical information (priority, summary budget, etc.) on all projects that have been approved by the Capital Projects Working Committee (CaPWOC) or one of its subcommittees. It also is used to maintain the 20-year operating financial plan.

For Grants Management, Excel is used to track funding sources, matching requirements and reporting on the status funds to the various grantors.

1.4.3 Major Challenges

Due to the need to utilize existing legacy systems and the diverse users of the Program Controls System, major challenges include these and the following:

- The sub-processes/systems shown in the preceding section are not integrated and as a result, the project data:
 - Does not reconcile across processes and/or systems;
 - Must be manually entered into multiple systems;
 - Is redundant and is not automatically updated in all systems; and
 - Is a potential source for inaccurate reporting and financial management.
- Project Managers have difficulty in reconciling data between FAMIS and PMIS. They do have access to PMIS, but have to rely upon PMIS reports that are one to two months behind;
- The review cycle to get consensus on projected manpower estimates is too long. It takes several weeks since everyone has to review the circulated hard copy;
- Getting planned versus actual cost information in a timely manner is difficult due to the lengthy cycle times for payroll and procurement processing;
- Current systems do not fulfill the functions of getting the most essential information to manage projects in the hands of project managers;

- The work plan used to estimate labor soft costs is a good tool but its usefulness is marginal due to long review cycles, inaccurate reports, incorrect labor assignments and inability to reconcile in a timely manner.
- The inability to manage project costs reduces staff accountability because there are no effective tools;
- PMIS is challenging. It is old and inflexible and is not integrated into any financial systems. Project Controls staff rely upon project managers to update percent spent to percent work actually completed – but they cannot do this objectively with the limited tools in place;
- Processing change orders is a major challenge and very time consuming. Average contract modification can take between two and five months, whether it is a very small modification or a large modification;
- Most of the project management functions are paper based, manual, and not consistent, therefore information is not available in a timely manner and difficult to reconcile;
- Grants management is complex. With over 275 grants in place, every grantor has differing requirements in terms of reporting formats, cycle and media. For this reason, it is a struggle to report data in a consistent manner.
- The Agency has difficulty submitting timely and accurate reports to grantors and funders; and
- The current systems lack the capacity to forecast costs to complete projects.

1.5 RFP Planning and Proposer Response Expectations

Recognizing the challenge that its disparate business processes and systems would not effectively meet the needs of a large and complex program like the Central Subway project; the Agency has undertaken a capital program controls study initiative to review current processes and identify business requirements that would enable SFMTA to specify and procure a contemporary Agency-wide capital program controls system. It is the expectation of SFMTA that the Proposer, through Task 1 and Task 2 services, will fully meet the construction program/project controls needs of the Central Subway Project as well all other projects currently governed and planned by the Transportation Planning and Development Division. Following the implementation of the Capital Program Controls System for the TPD division (including Central Subway project); the Proposer must implement a plan to migrate all other SFMTA's capital projects governed by SDO and DPT divisions. The SFMTA stakeholders, through the work conducted to-date, developed a set of

guiding principles that the Proposer must assume in defining the proposed Capital Program Controls System and associated implementation costs.

- Replace the current PMIS with an integrated suite of project controls software that must be implemented and integrated with Agency's financial management and other pertinent systems. Project data across various systems must reconcile on a real-time basis;
- The proposed system must enable single point of data entry, thereby allowing business process owners to conduct their business functions in real-time;
- The proposed system must encompass all major capital project business functions, including budgets and actual costs, milestone tracking, issues and correspondence tracking, reporting capabilities, and other project management requirements;
- The proposed system must provide decentralized access, thereby putting real-time project information into the hands of project managers and other staff so that they can proactively monitor and track the progress of their respective projects;
- The proposed system must support business process reengineering, so that the Agency can leverage from industry better practices to implement efficient ways of doing business in a simplified and standardized manner (e.g. contract modification process, etc.). This should include elimination of cumbersome manual processes, paper work, etc;
- The proposed system must support a complex array of reporting needs to various parties (Agency staff at all levels and across division, funding partners, and others) in various formats and under various reporting cycles (daily, weekly, monthly, annually and ad-hoc);
- Implement a comprehensive training and change management program to enhance staff capabilities and capacity; and
- The proposed system must be user-friendly, flexible, and scalable for growth and must integrate with current technology standards as adopted by SFMTA's information technology group.

Based on current plans, which could be subject to change, the construction of the Central Subway project will start in early 2011. The Proposer, within eighteen months from the notice-to-proceed (NTP) date, must implement the required Capital Program Controls System (CPCS), stabilize the system operation (including the 90 day post production support) and have the Agency staff fully organized and trained to successfully own and operate the system.

Concurrent with the CPCS implementation the Proposer must provide project controls staff augmentation services for the Central Subway Project. It is very

important that the interim project control services provided by the Proposer must be aligned with the proposed CPCS implementation. Duplication of systems and conflicting business processes between pre- and post-CPCS implementation must be avoided. The services will include full-service project controls services in the areas of cost control, contract management, scheduling, document control, claims management support, and cost estimation. To provide these services, the Proposer must demonstrate similar project controls staff augmentation experience and must have deep knowledge of transit/subway design and construction management business practices.

1.6 Contract Award Package

The Proposer may assume that SFMTA will award a contract for all the scope described in this RFP. The contract award will have two separate tasks, with Task 1 services to be negotiated under an annual work plan/ as needed task order basis; and Task 2 services to be negotiated as a deliverable fixed fee (lump sum) project.

- **Task 1 Services:** Scope of work under this task includes program controls services for the Central Subway Project and for other SFMTA projects. Broadly, the Proposer's staff under this package shall assume the following responsibilities: (1) immediately work with the Central Subway in-resident project controls staff and take over the forward-going ownership of all project controls services for the Central Subway project duration; (2) provide project controls services to other Agency projects; (3) during the implementation of the Agency Capital Program Controls System, the Proposer's staff will participate and provide functional/ technical support toward the specification, implementation and Agency-user-training of the system; and (4) provide post-implementation project control support services as needed. The services under this task shall be sought by SFMTA either through an annual work order plan or individual task orders. As part of the annual work plan/task order requests, SFMTA may seek and negotiate cost proposals for the staff augmentation services in any cost format, including fixed fee, time and materials; and
- **Task 2 Services:** Scope of work under this task includes the CPCS system integrator services to be negotiated under a deliverable based fixed fee basis. The detailed scope of work for this is described under Section II of this RFP. Under this task, the Proposer must provide a fixed fee proposal for the complete implementation services of Task 2. Fees for proposed software (both core CPCS software and any other non-core needed software) and other IT infrastructure (including databases, any other tools, etc.) products will be authorized as pass through cost items from a separate contract allowance. The Proposer will not be allowed to markup any fees on the acquisition of CPCS software and IT software infrastructure products. The Proposer will assist in the specification, procurement support and implementation (installation and configuration) of these products (it is

important for the Proposer to assume within the fixed fee the implementation costs of the proposed non-core software and hardware).

1.7 Coordination with Pertinent Parties

To accomplish the scope of services, the selected Proposer will coordinate with SFMTA staff, pertinent San Francisco City agencies, Central Subway design consultants and Central Subway Program Management/Construction Management (PM/CM) consultants.

1.8 Minimum Qualifications

It is SFMTA's expectation that the Proposer will build and structure the most qualified team possible. In assembling the team, the Proposer must take into account the following minimum qualifications. The overall team must meet the following minimum qualifications:

- The Proposer shall have successfully performed full-service project controls staff augmentation services for a minimum of five years;
 - The Proposer, in the last eight years, shall have provided these services for at least three agencies, of which, one must be from within the transit industry;
 - The transit agency qualification must meet the following criteria:
 - An agency size of at least 1,000 employees;
 - A capital program of at least one-billion dollars (\$1B);
 - The capital program includes a new subway tunnel and/or transit system construction; and
 - The capital program requires Federal Transit Administration (FTA) and other state/local level compliance and reporting requirements.
- The Proposer shall have successfully specified and implemented agency-wide capital program controls system projects for a minimum of five years; This experience would include program control systems specification, development, integration and deployment experience;
 - The Proposer, over the last eight years, shall have provided these services for at least three agencies, of which, one must be from within the transit industry;
 - The transit agency qualification must meet the following criteria:
 - An agency size of at least 1,000 employees;
 - A capital program of at least one-billion dollars (\$1B);
 - The capital program includes a new subway tunnel and/or transit system construction; and
 - The capital program requires Federal Transit Administration (FTA) and other state/local level compliance and reporting requirements.

1.9 Notice to Proposers Regarding Conflicts of Interest

The Proposer will represent SFMTA in managing and reviewing the work of other SFMTA projects and related proposers. Therefore, the Proposer, its key personnel, and any Sub-proposers selected pursuant to this RFP will be prohibited from pursuing other contracts with the City relating to the Central Subway and from being part of any other Proposer or construction/contractor team engaged in other elements of the Program.

Specifically, to eliminate potential for conflicts of interest, perceived or otherwise, the selected Proposer, its affiliated, subsidiary or parent companies, Sub-proposers (including any entity with a substantial ownership interest in or substantially owned by such Sub-proposer), and the Proposer's proposed key personnel are all precluded from participating in the following:

1. Any other proposals or any RFQ or RFP for professional service contracts for the Central Subway Project, including Final Design.
2. Bidding on or having any other financial interest or participation in the SFMTA's procurement or construction contracts for the Project at the prime contractor, subcontractor, material supplier, and/or all equipment vendor levels.

Before submitting its proposal, every Proposer must notify all potential Sub-proposers of this restriction.

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 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.

Depending on the final scope of the Contract, the employees of the Proposer to which this Contract is awarded, as well as its Sub-proposers' employees, may be required to submit to the City, within 10 calendar days of the City notifying the successful Proposer that the City has selected the Proposer, a Statement of Economic Interest, California Fair Political Practices Commission Form 700, under the requirements of California Government Code section 7300 et seq. and San Francisco Campaign and Governmental Code section 3.1-102. A copy of the Form 700 may be found at the following website:

<http://www.fppc.ca.gov/index.html?id=36>

1.10 Attestation of Compliance

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 SFMTA Board of Directors finally approves the contractor selection and, if required, by the San Francisco Board of Supervisors.

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

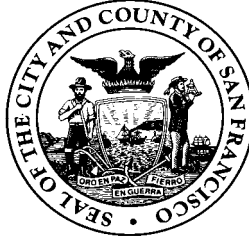
All firms and subcontractor(s) responding to this RFP are notified that any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated 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 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 RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP shall 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 (Appendix 8) 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.



REQUEST FOR PROPOSALS
FOR
AGENCY CAPITAL PROGRAM CONTROLS SYSTEM
PROCUREMENT AND RELATED SUPPORT SERVICES

II. SCOPE OF SERVICES

2.1 Instructions for Response to Scope of Services of this RFP

The SFMTA will negotiate with the Selected Proposer a final Scope of Services to be incorporated into the Contract. However, the SFMTA reserves the right to determine which tasks, parts or phases of the Scope of Services it will assign to the Proposer.

So that the Agency may adequately consider the experience and expertise of each Proposer, each Proposer must address in its Proposal all of the services described in this RFP. A Proposal should identify all critical scope elements related to all the applicable disciplines necessary to perform the tasks and services described in this RFP. The scope of services listed in this RFP is not meant to be prescriptive or otherwise limiting. A Proposer may include in its Proposal tasks not listed below that it considers important for the successful execution of the Project, provided that a sound basis/rationale is provided. A Proposer may, at its discretion, organize Task 2 scope of work (using their own implementation methodology) as long as the Proposer can logically map the entire scope to its implementation methodology, tasks, activities and deliverables.

2.2 Overall Project Scope

The Proposer is responsible for providing end-to-end capital program controls business transformation services to SFMTA. The scope of work under this contract is organized into the two following tasks. Both tasks of work are expected to start simultaneously:

- 2.2.1 Task 1 scope of work (Details in Section 2.3):** the Proposer will provide full-service program controls support to SFMTA. These services will be primarily geared toward meeting Central Subway's program controls requirements as determined by SFMTA, FTA and any other

funding/regulatory agencies. This task's scope of work, to be authorized on an annual work plan/task order basis, is broadly segmented into three categorical responsibilities. The first, second and third categorical responsibilities shall be assumed by the same key personnel from beginning to the end of this Task. Categories one and two may occur during the same timeline. Category three will follow category two. Each of the categorical responsibilities is broadly defined below:

- Category 1: Immediately work with the Central Subway's in-resident program controls staff and take over the forward-going ownership of all program controls services for the Central Subway project;
- Category 2: During the implementation of the Agency Capital Program Controls System, the Proposer's staff will participate and provide functional/technical support toward the specification, implementation and Agency-user-training of the system; and
- Category 3: Following the implementation of the Capital Program Controls System, the Proposer will provide full-service project controls services to the Central Subway and other Agency projects.

2.2.2 Task 2 scope of work (Details in Section 2.4): The Proposer based on the RFP defined business requirements will propose, size and implement an enterprise scalable and web-and-COTS based CPCS (both hardware and software). Through the implementation effort, the Proposer will reengineer the SFMTA Transportation Planning and Development Division business practices toward industry best practices, lead the Agency in implementing the new procedures, and train staff, thereby preparing SFMTA staff to take ownership of the Capital Program Controls System.

2.3 Task 1 Scope –Program Controls Services for Central Subway Project

The SFMTA is seeking a qualified Proposer to provide full-service program controls services to the Central Subway Project. The selected Proposer will coordinate with the Central Subway Project's PM/CM consultant. The selected proposer will also participate during the Agency CPCS implementation for the Central Subway Project and the Agency. The selected Proposer will provide training to Agency staff and will jointly implement the CPCS system.

Until CPCS implementation is complete and the proposed system is available, the Proposer must provide full-service program controls for the Central Subway Project. The Proposer must accept the in-place program controls processes and systems that include project cost estimates and schedules and as necessary put in place the necessary software tools and programs for the Central Subway project. Any temporary program controls systems that the Proposer may deploy (until the CPCS is implemented and available) must align with the overall proposed CPCS solution. The Proposer must consider multiple strategies and

propose the most optimal strategy to both meet the immediate needs while building the overall Agency CPCS solution.

Based on above requirements, the Proposer must carefully assemble the necessary team and related skills. The Proposer team members must have substantial experience in and comprehensive knowledge of transportation capital program management and compliance regulations related to state and federal transportation agencies. The Proposer must propose a team structure for the program controls team that will satisfy both Task 1 and Task 2 scope requirements. The Proposer must also clearly describe the roles and responsibilities of each of the proposed personnel; and describe how they will integrate with SFMTA project staff and concurrently assume responsibility to provide day-to-day Central Subway program controls support and functional/technical support through the CPCS solution implementation.

The positions and responsibilities outlined below for each of the positions are suggestions only; it is up to the Proposer to propose a Program Controls team and describe the anticipated roles and responsibilities that will best meet the needs of the Agency:

2.3.1 Program Controls Manager

The proposed Program Controls Manager must be an experienced program controls expert who has both transit domain expertise of industry best practices for capital program controls and systems implementation experience. This manager will be responsible for the overall program controls activities related to Central Subway Project. The Program Controls Manager will assume full responsibility of the following:

- A. Gather, input, and report information that will assist in maintaining Central Subway's projects, contracts, and agreements. The selected Proposer will perform the following work tasks :
 - Develop associated data input requirements and output criteria for reporting;
 - Assist Agency staff with the development and implementation of a data collection and retrieval system supporting the CPCS;
 - Update and maintain project delivery schedules for each active project based on progress updates;
 - Review the status of various funding agreements, cooperative agreements, and contracts, and appropriation resolutions and invoice payments;
 - Maintain a record of status of the project budgets, schedules, commitments and drawdown to ensure consistency relative to capital program funding schedules;

- Review and monitor projects to ensure projects are being delivered consistent with Agency's policies and the amount of funds expended; and
 - Once the CPCS implementation is completed, enforce the effective use of the CPCS by providing the necessary functional and technical support to Agency users.
- B. Track schedule, cost and funding for all Agency programs. Prepare project financial plans that includes forecasted cash flow expenditure and detailed critical path schedules;
- C. Review cost estimates and expenditures, and explain any variance from original budgets;
- D. Monitor schedules produced by engineering consultants, construction contractor and other funding agencies to ensure that the scheduling software is properly used and that the resulting schedules and updates meet project and contractual requirements;
- E. Identify existing and anticipated cost trends and recommend alternatives to the Agency to keep the project within the approved budget;
- F. Prepare cost control and trend reports from the CPCS;
- G. Prepare cost reports and graphs in a format acceptable to the Agency. The report will include budget, incurred expense, commitments and estimated total cost, as well as cash flow analysis to determine the funding needs that must be encumbered for projects on a yearly basis;
- H. Assist Agency staff in overseeing compliance with Federal or State guidelines for funding eligibility and provide insight to leverage acquiring additional grants/funds for all projects;
- I. Attend meetings, as required, to gather information for schedule updating and reporting;
- J. Perform special schedule studies and prepare recommendations for schedule workarounds and critical path analysis for schedule optimization;
- K. Prepare report progress against the overall capital program schedule, working schedules and any summary schedule and update these schedules at appropriate intervals. The Program Manager should be capable of providing a program-wide schedule roll-up that is cost loaded and provides insight to cash flow of capital program funds;
- L. Participate, as necessary, in program-wide technical and policy-making meetings to report and provide advice on schedule conformance;
- M. Conduct a monthly meeting, or as required, to coordinate and discuss schedule-related issues with the Agency and/or funding agencies' staffs;
- N. Preparation of budgets (quarterly and annual) and projected project cash flow schedules;

- O. Preparation of project expenditure accruals (quarterly and annual);
- P. Assist the Agency with required audits;
- Q. Prepare special management reports for the Executives, Board, Grantors, FTA, FHWA, Caltrans and any other relevant Policy Advisory Boards;
- R. Prepare and maintain a project/contract delivery plan for each project that defines the number and type of contract packages, scope of work included in each contract, critical interfaces with other contracts, advertising dates in accordance with the program and project schedules and contract equity goals for each package;
- S. Work with funding agencies and the Agency staff to refine project descriptions, update funding information by year and type of activity, and update project schedules;
- T. Prepare text, cash flow schedule and financial spreadsheet information including corresponding electronic files as a base in the development of the strategic plan;
- U. Provide support to the Agency's development of a capital program strategic plan in terms of revenue projections, debt finance strategies, cash-flow scenarios, project fact sheets and project scheduling;
- V. Provide support to the Agency's maintenance of a detailed financial plan for each project by year of fund expenditure, by project phase and by fund type;
- W. Maintain project delivery schedules for each project based on periodic updates from proponents;
- X. Assist the Agency in budgeting annual grant revenues; assist in determining the most advantageous mix of fund types so as to use grant revenues as early as possible;
- Y. Assist the Agency in Federal Audits by preparing data on annual carryover amounts, annual expenditures, and remaining balances for each grant;
- Z. Maintain a detailed monthly cash flow model for projects and programs to assist the Agency in its financial investment decisions;
- AA. Prepare periodic narrative progress reports with supporting information and visual aids (Monthly Status Report, Annual Strategic Plan, and Semi-annual Capital Projects Report);
- BB. Maintain capital project files and library;
- CC. Ensure that projects are closed out in accordance with funding requirements;
- DD. Prepare professional staff reports and traditional and electronic project presentations and materials for Agency Board and Committee meetings, citizen committees meetings, project public informational meetings, public meetings, outreach, forum presentations as well as other specific special event meetings. Prepare and update project fact sheets and project informational materials for public distribution;

- EE. Prepare monthly project status reports of individual projects;
- FF. Support the Agency in preparing technical responses to the media and public on project-related issues;
- GG. Assist the Agency in coordinating with funding agencies for the preparation and submittal of quarterly project newsletter articles;
- HH. Prepare project control related responses to request for information or request for review of information from local, regional, state, and federal transportation planning and programming agencies;
- II. Review and process all invoices from project consultants and requests for reimbursements from funding agency and recommend for approval of payments;
- JJ. Coordinate with Agency to rectify problems with invoices;
- KK. Maintain accurate records of consultant and subconsultant budgets, billings, and coordinate insurance requirements with Agency staff;
- LL. Assist Agency in the identification, evaluation, and resolution of issues related to contract compliance;
- MM. Provide experienced estimators for project construction and procurement contract packages; and
- NN. Perform construction change order and construction claim reviews.

It is expected that the Program Controls Manager may be supported by persons assigned to the key personnel positions described below.

2.3.2 Cost Control Analyst and Cost Estimating Analyst

- A. Provide cost estimating support for capital projects;
- B. Provide assistance in estimating construction costs at various design milestones;
- C. Provide independent review of progress cost estimates, and estimating of change orders;
- D. Coordinate cost estimating efforts with SFMTA staff, providing support and as-needed assistance to cost estimators in reviewing construction change order requests;
- E. Assist in cost estimating training for design engineers and other personnel;
- F. Assist in implementing the specific project requisite coding structures and cost accounts for various capital programs and associated capital projects;
- G. Work with SFMTA staff in maintaining project cost accounts and providing hands-on training to other staff who are not part of the Capital Project division;
- H. Provide cost analysis reports;
- I. Assist in developing and implementing cost control procedures, including change control and forecasting;
- J. Review cost estimates to determine if the necessary information is being generated to support the cost control effort; and

- K. Attend regularly scheduled planning, design and construction meetings as required by the Agency.

2.3.3 Critical Path Scheduling Analyst

- A. Develop and update detailed resource loaded schedules with milestones for each of the major project phases Conceptual Engineering, Detail Design, Construction Execution, and Close Out;
- B. Assist in integrating capital project estimates with resource loaded schedules;
- C. Provide support to SFMTA staff in regularly updating, reviewing and analyzing CPM schedules for each project;
- D. Provide construction CPM scheduling support services, including review and recommendation for time extension entitlements;
- E. Evaluate schedule delay, time impacts, and recovery schedules;
- F. Assist in the creation and publication of executive level reports for management review of schedule, budget status and potential changes; and
- G. Support implementation of SFMTA policies and procedures; check that procedures are followed for data collection, input, and reports.

2.3.4 Contract/Claims Administration Analyst

- A. Manage the flow of information related to subcontractor, vendor and supplier management;
- B. Assist in setting up the contract management database with the appropriate coding structures and hierarchies;
- C. Ensure compliance with scheduling system, cost control codes; and any other compliance requirements;
- D. Create, manage and understand the status of contracts supporting a project;
- E. Manage submittals, requisitions, RFIs, insurance requirements;
- F. Manage change orders and provide expert assistance to SFMTA personnel in change order contract negotiations; and
- G. Evaluates of claims, schedule delay, and time impacts.

2.3.5 Contracting Process for Annual Work Plans and Task Orders

All work performed under Task 1 work will be authorized by the SFMTA through the issuance of Annual Work Plans or Task Orders or a combination of these documents. The procedure for developing Annual Work Plans and Task Orders and obtaining authorization to proceed with the work will comply with the following:

- A. The SFMTA, will prepare a detailed description of the scope of required services for an annual work plan or task order from the Contract Scope of Services, including specific deliverables, along with the expected time of completion for each specific task and/or deliverable;
- B. Consultant shall respond by preparing and submitting a detailed proposal for each assignment that will include;
 - A description by task and subtask of the work to be performed and the means and methods that will be used to perform the required services;
 - Milestones for completion of each deliverable;
 - Consultant and Subconsultants personnel assigned to each part of the work, along with a brief descriptions of their qualifications to do the work and the necessity of their assignment; and
 - A cost estimate for each task and subtask showing:
 - Breakdown of estimated hours and direct salaries by individual for each activity required to complete all tasks and subtasks;
 - Overhead, including salary burden costs;
 - Estimated out-of-pocket expenses; and
 - Fixed fee.
- C. Consultant and SFMTA will negotiate the scope of services, staff assignments, deliverables, schedule requirements and budget for all tasks and subtasks included in the Annual Work Plan or Task Order; and
- D. The SFMTA will issue a Notice to Proceed for the Annual Work Plan or Task Order, including the agreed upon scope, deliverables, schedule requirements and budget.

2.4 Task 2 Scope – CPCS Definition and Implementation

As part of Task 2 work, SFMTA is seeking a qualified system integrator who has experience in specification, development, integration and implementation of enterprise-level project management systems for large-scale engineering and construction projects. The Agency, however, is not seeking a Proposer to simply

install and configure the proposed solution; rather SFMTA is seeking a Proposer who has the capability and experience in helping SFMTA to reengineer the capital program management and controls related business practices (similar to industry best practices). It is the SFMTA's expectation that the proposed solution be a fully within-integrated system and be able to integrate with the Agency's financial and other relevant systems of record.

The Proposer must carefully review the scope of this Task. This Subsection 2.4 describes the overall requirements framework for the desired CPCS solution, implementation tasks, and deliverables.

2.4.1 Scope of CPCS Functional Areas

The following functional areas and associated business process functionality must be implemented in the CPCS:

- Project Origination and Portfolio Management: Must support new project initiation process and necessary business process transactions between the Agency's financial system and the CPCS, so that project and the overall program portfolio data and information are consistent;
- Scope Management and Change Control: Must support post-contract award business process functionality to manage contract scope of work and manage change orders (including initiation, cost estimating, negotiations and approval tracking.);
- Budget and Funding Management: Must enable staff to set-up approved project budgets and commit funds, and must coordinate and integrate very closely with FAMIS, the City's and Agency's financial system, for all Agency level financial transactions management and reporting. FAMIS will not be replaced;
- Schedule Management: Must support milestone measurements at the project and the program level. Must integrate with budgets and costs data;
- Resource Management: Must support personnel management for assignment of project management, project engineering and construction management for multiple projects;
- Labor (Soft Costs) Management: Must support business processes related to capturing and validating employees' project charges, converting charges to project expenditures, and performing related analyses on planned versus actual labor costs and implementing corrective measures;
- Overall Cost Management: Must support business processes for capturing project costs (including labor soft costs). Since FAMIS is the system of record for all projects costs, the CPCS functionality must provide a

framework to capture total costs and transmit into FAMIS, which include: SFMTA and other agencies soft labor costs captured via TESS time cards; other agencies who upload labor costs to FAMIS; consultants/contractors and other hard dollar charges that are paid from purchase orders; and other direct costs (i.e. office supplies, computers);

- Content/Document Management: Must support electronically record and manage construction documentation (including but not limited to RFIs, submittals, progress payments, transmittals, records of conversations, meeting minutes, emails, daily reports); must provide scanning, indexing and full-search/retrieval capabilities, and configurable workflow capabilities, replacement of paper based forms with electronic forms, and data archival capabilities; and
- Vendor (Contractor/Subcontractor) Contract Management: Must provide vendor contract compliance monitoring functions (including insurance requirements, billing compliance, DBE/SBE/Other compliance, warranty management, other special contract commitments).

2.4.2 Scope of CPCS Business Requirements

The Proposer is responsible for implementing the proposed software to meet the requirements specified and currently documented. During the analysis, design and testing phases, new business requirements may be discovered. These new requirements as long as they can be met within the proposed software modules out of the box delivered functionality, the implementation of these requirements is part of this scope. The Proposer must implement all of the documented functional and general requirements as listed in Table 1 and any new requirements as defined above. It is the responsibility of the Proposer to implement all requirements that can be met by application configuration. The requirements identified for customization will be subject to SFMTA review and approval; upon which SFMTA will authorize the implementation of these approved customizations as part of a separate customization development allowance. New business requirements that would require customization are subject to SFMTA review, approval, and additional funding authorization.

Table 1 – Functional and General Requirements

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
|------------|-------------|--|
| 1.0 | PM | Origination and Portfolio Management |
| 1.01 | PM | Allow for all CIP projects held in the SRTP to be stored in a single database. |
| 1.02 | PM | Allow web-based access for CaPWOC committee members, Project Managers, and others who need information about project status. |
| 1.03 | PM | Set up and administer a set of privilege profiles to control access |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
|------------|-------------|--|
| | | to projects, i.e., view only, limited write ability, or full read/write ability. |
| 1.04 | PM | Assign attributes to each project to allow on-screen reports organized by the four current scoring parameters: Program, Project Criteria, Timing and Funding. |
| 1.05 | PM | Allow Project Managers to create ad hoc projects (adhering to Project Controls Office-PCO-standards), with email notification to PCO. |
| 1.06 | PM | Allow initial conceptual estimating by dollar value. |
| 1.07 | PM | Allow Conceptual Engineering phase estimate by job classification. |
| 1.08 | PM | Allow coding of projects to allow multiple filters, sorts and reporting by PM, PE, RE, CaPWoC. |
| 1.09 | PM | Provide “dashboard” view of projects, with customizable views depending on user profile or position. |
| 1.10 | PM | Mark projects for status, i.e., “In Initiation”, “Pending Funding”, “What If”, “Active”, “Closed”, etc. |
| 1.11 | PM | Summarize earned value data to project level for display in dashboard. |
| 1.12 | PM | Summarize earned value data for programs (a collection of projects). |
| 1.13 | PM | Generate x-y graphs of earned value data for projects and programs. |
| 1.14 | PM | Allow calculation, display and summarization of estimate at complete based on performance to date: (Actual cost to date) + (Remaining Budget/CPI to date). |
| 1.15 | PM | Allow development of custom report formats to meet periodic reporting needs, like the FTA quarterly report. |
| 1.16 | PM | Allow various text descriptions (such as progress narratives or issues/concerns) to be associated with projects. |
| 1.17 | PM | Allow specialized formatting of report templates, thus providing the ability to produce FTA quarterly reports using text from the previous requirement AND cost/schedule status metrics from one single database of information. |
| 1.18 | PM | Allow automatic warning flags to PMs for certain conditions, for example, actual hours are nearing budget hours at the WBS level. |
| 1.19 | PM | Allow grouping of projects (segments) into one program. |
| 1.20 | PM | Ability to create and forecast future contracts. |
| 2.0 | SCM | Scope and Change Management |
| 2.01 | SCM | Allow audit trail of all actions – with the user name, actions taken, and the date – when a change is made to any element of a project in the Capital Program Controls System (CPCS) database. |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
|------------|-------------|---|
| 2.02 | SCM | Ability to define and establish contract scope elements in the CPCS. |
| 2.03 | SCM | Store baseline scope – drawings, specifications, etc, - and track changes to baseline scope. |
| 2.04 | SCM | Ability to locate and retrieve all original contract documents and supporting information, including change orders, in a central location. |
| 2.05 | SCM | Ability to set up controls/flags to alert potential scope changes and/or project risks. |
| 2.06 | SCM | Ability to electronically initiate a scope change requirement with paper supporting documentation and attachment capability. |
| 2.07 | SCM | Ability to create an electronic proposal and solicit electronic responses. |
| 2.08 | SCM | Ability to distribute proposal electronically to review parties and enable review parties to submit responses and attachments electronically. |
| 2.09 | SCM | Ability for responders to include independent cost estimates. |
| 2.10 | SCM | Ability for responders to add “what if” analysis to proposal responses. |
| 2.11 | SCM | Allow access to funding availability information via the CPSC so that the Project Manager can use this information for immediate decision making/analysis of whether changes are feasible. |
| 2.12 | SCM | Ability to store all contract negotiation data in the CPSC. |
| 2.13 | SCM | Ability to have all necessary forms, templates and supporting documentation for preparing a contract modification on line and easily available. |
| 2.14 | SCM | Ability to distribute and accept individual approvals via workflow on contract modifications. |
| 2.15 | SCM | Electronic notification of contract approval to vendors. |
| 2.16 | SCM | During Business Process Reengineering (BPR) phase of implementation, conduct comprehensive analysis of approval process and number of approvals needed for a contract modification to go through. |
| 2.17 | SCM | During BPR stage, evaluate approval thresholds for dollar value, schedule impact, scope change, and recommend variable thresholds for different levels of management. |
| 2.18 | SCM | During BPR stage, analyze the use of all paper in the project controls process and recommend more efficient electronic alternatives such as on-line forms and/or attachments. |
| 2.19 | SCM | Analyze and recommend types of documents that are allowed to be attached to proposals or change requests. |
| 3.0 | BM | Budget Management |
| 3.01 | BM | Require all projects to use common WBS: Level 1 – Project; Level 2 – Phase; Level 3 – Activity |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
|------------|-------------|--|
| 3.02 | BM | Allow ability for Project Manager (and others) to develop Capital Improvement Program (CIP) level estimates. |
| 3.03 | BM | Allow for storage and easy retrieval of estimating templates when a Project Manager is developing a CIP-level (Capital Improvement Program) estimate. Template should have required WBS level 3 elements, like Project Management, Engineering, and Other Direct Costs, similar to current “index code-level” elements on current BRF. (WBS level 2 is Initiation, Conceptual Engineering, Detail Design, Construction.) |
| 3.04 | BM | Template uses a coding structure to allow more than one view of the same data. |
| 3.05 | BM | System must allow for the tracking of individual changes to the budget at the WBS level 3 from which the current budget is derived. The original and current budgets must be updateable by selected project users – normally the Project Manager. These budgets are often considered preliminary at the beginning of the project development cycle during the Initiation phase. Budgets are adjusted throughout the project life cycle as the project moves from one phase to the next. Budgets are also frequently adjusted to equal actual funding amounts. The CPCS software must allow tracking of changes to budgets by phase and activity using a “change log” approach. |
| 3.06 | BM | Allow assignment of individual project accountant to project. |
| 3.07 | BM | Assign funding source at Index code level – WBS level 3. |
| 3.08 | BM | Allow multiple funding sources at each WBS level. |
| 3.09 | BM | Provide ability to update FAMIS funding or budget figures from CPCS at Index code level. |
| 3.10 | BM | Provide ability to update CPCS funding or budget figures from FAMIS at Index code level. |
| 3.11 | BM | Fund change log. For each WBS level, store original funding source and amount, and show changes to funding. |
| 3.12 | BM | Allow workflow system to route funding change request through appropriate parties when funding needs to be adjusted. (Similar to current paper-based approval process.) |
| 3.13 | BM | Verify viability of business process to require correct number of signatures to adjust funding. |
| 3.14 | BM | Allow planning using job classifications, which can later be changed to named personnel. |
| 3.15 | BM | Use special overhead account to accept charges for work when Index code has not been assigned. |
| 4.0 | SM | Schedule Management |
| 4.01 | SM | Provide automatic numbering of activities, with user definable prefixes, suffixes and increment values. |
| 4.02 | SM | Allow establishment of high-level phase milestones and dates for |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
|---------|-------------|--|
| | | CE, DD, CP. |
| 4.03 | SM | Allow creation of reports to show schedule status by phase milestones compared to baseline. |
| 4.04 | SM | Allow viewing and updating of phase milestones by project managers. |
| 4.05 | SM | Allow integration of contractor schedules during construction phase. |
| 4.06 | SM | Restrict access to phase milestone updating using role privileges, i.e., only designated PM of a project can update its phase milestones. |
| 4.07 | SM | Provide custom codes to be defined against WBS levels to allow reporting on WBS attributes. |
| 4.08 | SM | Allow free form notes (text fields) to be recorded against individual activities and WBS levels. |
| 4.09 | SM | Allow reference documents (Word, Excel, etc.) and URLs to be associated with activities and/or WBS levels and stored on common network drive such that all users can open attached documents in a separate window while viewing WBS or activity. |
| 4.10 | SM | Allow custom report creation that displays notes with the activity or WBS level to which it's attached, which will allow creation of text + data reports (i.e., FTA quarterly report format). |
| 4.11 | SM | Display WBS attributes against activities as possible. |
| 4.12 | SM | Provide forward and backward pass scheduling calculation to determine activity total and free float. |
| 4.13 | SM | Allow various imposed dates on activities and milestones (start on, start on or after, finish on, finish on or before, etc.) against which float calculations are done. |
| 4.14 | SM | Allow multiple float paths calculation and reporting to group activities by their float duration. |
| 4.15 | SM | Store original durations once activity has started. |
| 4.16 | SM | Allow resource durations separate from activity durations. |
| 4.17 | SM | Allow multiple schedule baselines, with ability to measure current progress against any previous baseline. |
| 4.18 | SM | Restrict access to one "authorized" baseline per project, which is controlled by administrator or super user. |
| 4.19 | SM | Allow integration/upload of project schedule data from other lower level schedules. Example: MTA project schedule has Construction start and complete milestone. Allow integration of contractor's MS Project or Primavera schedule with MTA project schedule. |
| 4.20 | SM | Allow WBS-level activities for collecting actual hours. |
| 4.21 | SM | Scheduling in days, weeks and months. |
| 4.22 | SM | Allow user-initiated re-scheduling (not automatic). |
| 4.23 | SM | Allow setting up of various privilege profiles that can be assigned |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
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| | | to individual users. |
| 4.24 | SM | Allow assignment of privilege profiles (rather than individual names) to projects. |
| 4.25 | SM | Allow separation of privileges at enterprise level (i.e., resource pool, cost accounts) vs. project level. |
| 4.26 | SM | Allow creation of multiple pre-defined sets of custom codes for assignment to activities and to aid in sorting and filtering activities. |
| 4.27 | SM | Allow designation of “secure” custom codes that are managed by administrator. |
| 4.28 | SM | Allow activities to be assigned smaller tasks (or steps) which can be weighted and updated to determine overall activity progress or earned value. (This allows higher-level, longer-duration activities which are part of the critical path schedule and where employees can charge their time, yet the work is broken down to some lower-level definition with which to measure progress.) |
| 5.0 | RM | Resource Management |
| 5.01 | RM | Integrate resource planning with scheduling system. All resources are assigned to scheduled activities in authorized projects, resulting in a single schedule and cost database. |
| 5.02 | RM | Allow assignment of generic resources on activities for determining approximate cost of far term work. Generic resources are later converted to named individuals for detail resource planning. Software must allow hourly rates to be assigned and maintained at the level of Job Class Title in a “Skill Pool.” Individual named resources are then associated with the Job Class Title. |
| 5.03 | RM | Allow detailed and comprehensive resource reporting by employee, manager, department, Job Class Title and project. |
| 5.04 | RM | Allow creation and maintenance of central resource pool, organized similar to MTA organization chart, to enable standardized resource analysis across the whole organization. |
| 5.05 | RM | Design and implement method to upload flat file of labor rates by name or skill class from PUC files directly into CPCS. |
| 5.06 | RM | Allow association of job classification with named resources. |
| 5.07 | RM | Allow escalation of resource hourly rates for job classifications using start and end dates, i.g., from 01/01/08 – 12/31/08 the rate for mechanical engineer = \$67.15; from 01/01/09 – 12/31/09 the rate is \$72.94. This affects labor budgets and actual costs – hours worked in one year incur a different cost from hours worked in another year. |
| 5.08 | RM | Warn unit managers when job classification level requirements exceed availability. |
| 5.09 | RM | Allow assignment of curves, i.e., front-loaded or back-loaded |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
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| | | resources on long activities. |
| 5.10 | RM | Allow assignment of multiple resources on single activity. |
| 5.11 | RM | Allow assignments of special privileges to Primary resource. |
| 5.12 | RM | Allow monitoring of resource use by project and job classification |
| 5.13 | RM | Allow Primary resource to status activity. |
| 5.14 | RM | Ability to import and integrate with resource information from a SQL database to include rates adjustment information features mentioned above. Assumes that project activities are planned and statused regularly. |
| 5.15 | RM | Allow resource leveling. |
| 5.16 | RM | Ability to define resource availability and resource calendars from estimate data. |
| 5.17 | RM | Ability to roll-up resources to any level in the RBS from estimate data. |
| 5.18 | RM | Ability to help identify or forecast future resource needs (i.e., up to 10 years of workforce needs). |
| 6.0 | LSM | Labor (soft cost) Management |
| 6.01 | LSM | Maintain current employee list as part of Capital Program Control System (CPCS). |
| 6.02 | LSM | Allow specific employees to be assigned to scheduled activities by the Project Engineer (PE) or Project Manager (PM) in the CPCS. |
| 6.03 | LSM | Develop business process and supporting technology to make all time card generation electronic, including filling out the time card by the employee, review/approval by supervisor, and validation against labor agreement and other SFMTA rules. The time card must contain all activities to which the employee is assigned. |
| 6.04 | LSM | Require SFMTA employees to use a web-based "portal" to update activities and report actual hours. |
| 6.05 | LSM | Only those activities to which the employee is assigned in the scheduling system appear on the time sheet. |
| 6.06 | LSM | Require supervisor-level (PM and PE) access through web portal to review schedule activities and resource assignments. |
| 6.07 | LSM | Allow for time sheets to be approved by Project Manager or Project Engineer in CPCS before upload to TESS. |
| 6.08 | LSM | Allow method to collect actual hours in CPCS for SFMTA employees who use paper time sheet to enter to TESS. |
| 6.09 | LSM | Allow actual hours to be output to a flat file from CPCS which can be uploaded to the TESS time reporting system. (Requires coordination with IT people to design, test and implement upload procedure.) |
| 6.10 | LSM | Allow efficient workflow method for challenges and/or corrections to employee hours by Project Manager or Project Engineer BEFORE upload to TESS. (After flat file is uploaded to TESS, |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
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| | | department or functional managers still approve hours there, mostly checking for 40 hour totals and vacation, and comp time. This requirement allows PEs and PMs to review/reject charges to their projects.) |
| 6.11 | LSM | With privileges assigned by system administrator, allow employees reporting time on electronic time sheets to assign themselves to activities and projects in real time with automatic notification to project manager. |
| 6.12 | LSM | Warn employee when actual hours get within 10% of budget hours. |
| 6.13 | LSM | Allow ad hoc assignment of resources by PM or PE in under 1 minute. |
| 6.14 | LSM | Allow filtering of activities in employee activity update and time reporting screen, e.g., only those activities scheduled to start during the next two weeks. |
| 6.15 | LSM | Allow primary or team lead employees to update activity status with actual start, days remaining, and actual finish through employee portal. |
| 6.16 | LSM | Restrict non-primary or non-lead employees from updating activity start dates, days remaining, or actual finish dates. |
| 6.17 | LSM | Allow employees access to a project's related documents, notes, pictures or URLs through employee portal. |
| 6.18 | LSM | Allow employee to see other assigned resources through employee portal. |
| 6.19 | LSM | Allow employee to record notes against activities through employee portal. |
| 6.20 | LSM | Lock actual hours charged to projects after timesheets have been approved by project manager or project engineer. |
| 6.21 | LSM | Allow actual labor hours and actual labor cost (soft costs) reporting by employee, department or project. |
| 6.22 | LSM | Allow entry of overtime and comp time into time reporting system. |
| 6.23 | LSM | Allow addition of various overhead activities not related to a specific project to time reporting system, with such activities controlled by the Project Controls office. |
| 6.24 | LSM | If employee leaves SFMTA, allow transfer of actual hours and charges to a generic account. (The resource table should not have to be a complete history file.) |
| 6.25 | LSM | Ability to do soft cost revisions. |
| 7.0 | CM | Overall Cost Management |
| 7.01 | CM | Allow web portal access to Grants Accounting personnel. |
| 7.02 | CM | Work with FAMIS system administrators to generate flat file of actual non-labor costs by project and Index code as part of Integration effort. |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
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| 7.03 | CM | Allow import of FAMIS flat file to CPCS for complete picture of committed costs, material costs, outside agency charges, etc. |
| 7.04 | CM | Allow Grants Accounting personnel to assign Index numbers to a project's WBS level 3 items and automatically generate email notifying project manager. |
| 7.05 | CM | Allow email work authorizations generated by project managers to be sent to project managers in other city agencies (i.e., DPW). |
| 7.06 | CM | Allow PMs to create and track requisitions for consultants, contractors, suppliers. |
| 7.07 | CM | Ability to simultaneously provide users both graphic and tabular data of project cost information. |
| 7.08 | CM | Ability to generate cost curves, including baseline cost plan, current actual costs incurred, projected total cost based on actual cost to date. Provide ability to create user-customized curves. |
| 7.09 | CM | Ability to create various reporting views of actual costs based on the needs of the user. |
| 7.10 | CM | Ability to report multiple projects rollup information to the next higher level (i.e., Program Level). |
| 7.11 | CM | Ability to do bottom up capital cost revision. |
| 7.12 | CM | Ability to process time and cost contingency drawdown. |
| 8.0 | ECDM | Enterprise Content (Document) Management |
| ECDM1 | ECDM | Overall Document Management |
| 8.01 | ECDM | Provide an Enterprise Content Management solution that fully encompasses a project lifecycle. |
| 8.02 | ECDM | Provide ability for checked out documents may be locked for editing and/or viewing by other users. |
| 8.03 | ECDM | Provide ability to maintain automated multiple logical versions of documents and renditions, with past versions including original viewable not editable. Versioning numbering is flexible. |
| 8.04 | ECDM | Provide ability to maintain identifying numbers throughout document lifecycle. |
| 8.05 | ECDM | Provide ability to classify and track documents at the project level. |
| 8.06 | ECDM | Provide automatic indexing for predetermined fields, with drop down lists and standard/customizable properties screens. |
| 8.07 | ECDM | Provide full-text indexing capability. |
| 8.08 | ECDM | Provide multiple properties screens that are supported for multiple business areas. |
| 8.09 | ECDM | Allow search and retrieval from multiple repositories, with full text and properties search. |
| 8.10 | ECDM | Allow relevance ranking in search results, filter results based on user permissions. |
| 8.11 | ECDM | Allow saving and naming of searches, with append and refine capabilities. |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
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| 8.12 | ECDM | Allow customizable parameters for records retention and records destruction. |
| 8.13 | ECDM | Define and document compliance policies and requirements for records within the Enterprise Content Management (ECM) repository, accessible electronic records stored outside of the ECM repository, and physical records that have not been converted to electronic documents. |
| ECDM2 | ECDM | Construction Document Management |
| 8.14 | ECDM | For each of the following construction-related documents, provide complete workflow and document management capabilities as defined in the following "Overall Document Management" and "Business Process Management" sections: |
| 8.15 | ECDM | - Requests for Information (RFI's). |
| 8.16 | ECDM | - Submittals. |
| 8.17 | ECDM | - Warranty information - indexed by vendor, project, warranty type, Resident Engineer name, effective dates, expiration dates, and any other key fields related to warranty tracking to allow search, retrieval and analysis on several parameters. |
| 8.18 | ECDM | - Official correspondence not done through email. |
| 8.19 | ECDM | - Transmittals. |
| 8.20 | ECDM | - Records of Conversations. |
| 8.21 | ECDM | - Meeting minutes. |
| 8.22 | ECDM | - E-mails. |
| 8.23 | ECDM | - Daily Construction Reports. |
| 8.24 | ECDM | - Design Change Notices (DCN). |
| 8.25 | ECDM | - Non-compliance Records (NCR). |
| ECDM3 | ECDM | Business Process Management (Workflow) |
| 8.26 | ECDM | Allow capability to implement, manage and execute large and complex electronic workflows with related documents, objects and e-Forms attached. |
| 8.27 | ECDM | Allow Email notification driven by workflow assignment |
| 8.28 | ECDM | Provide workflow management to electronically route scope change requests (SCRs) through RE, PE, PM, CaPWOC, etc., including electronic signature approval, logging and tracking reports. |
| 8.29 | ECDM | Allow predefined processes that can be manually initiated or can be initiated by a time-related event (i.e., the first of the month), or an ECM related event (i.e., the filing of a document or new document version). |
| 8.30 | ECDM | Allow design of process steps that are performed in the order established by the workflow definition until the end of a process is reached. |
| 8.31 | ECDM | Provide ability to present status of a workflow to the workflow initiator and any user that must perform the next step of the |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
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| | | workflow. |
| 8.32 | ECDM | Provide alerts and workflow path decisions that may be presented due to a variety of events, responses and conditions established for a process, such as messaging to Admin or identified user during rule-based events. |
| 8.33 | ECDM | Provide parallel/serial/alternative distribution, routing to internal/external address groups. |
| 8.34 | ECDM | Provide for electronic approvals and/or signatures. |
| 8.35 | ECDM | Allow markup with rectangles, ellipses, text boxes, sticky notes directly on image but preserved independently. |
| ECDM4 | ECDM | Electronic Forms |
| 8.36 | ECDM | Provide a method for capturing, recording, disseminating and acting on data in electronic forms, with support for the performance of logical operations and data calculations as data is entered into the form fields. |
| 8.37 | ECDM | Provide functions that promote ease of use such as logic controlled tabbing between cells, scripting functions that can auto-populate cell contents, pull down lists for cell completion consistency, individual cell-oriented help text, spell checking, and others. |
| ECDM5 | ECDM | Archiving |
| 8.38 | ECDM | Provide archival process that is automated based on time parameters. |
| 8.39 | ECDM | Provide system messaging prior to archival event. |
| 8.40 | ECDM | Provide ability to maintain index information of archived documents. |
| 8.41 | ECDM | Provide purge capability based upon retention cycle and applied at group/document level. |
| 8.42 | ECDM | Provide retention applied at group/document level. |
| 9.0 | VE | Vendor and Company |
| 9.01 | VE | Solution must provide for scalability of products to meet growing enterprise level volumes of users, content, workflows, and e-Forms. |
| 9.02 | VE | Provide customer service technical and administrative support options and structure in terms of hours and days of support coverage, the number of people in the support organization, and onsite support capabilities for San Francisco, California installation. |
| 9.03 | VE | Provide metrics of current support over the last two years. |
| 9.04 | VE | Provide complete product documentation and options for personnel in systems support, systems management, application development, workflow development, application administration and end users. |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
|-------------|-------------|---|
| 9.05 | VE | Describe ability to facilitate configuration and extension of integration of the product with other products to address unique total solution requirements within an enterprise. |
| 10.0 | GE | General and Integration |
| 10.01 | GE | The modules of the suite must be well integrated to provide synergy between components and to provide a single point for management/control and recovery. |
| 10.02 | GE | Management and control of backup and recovery must be integrated across the Capital Program Control System (CPCS) suite. |
| 10.03 | GE | There must be functional integration and synergy among the Scheduling/Cost module, the Portfolio Management module, the Contract Management module, and the Enterprise Content Management (ECM) module. |
| 10.04 | GE | Provide complete web browser-based interface for as many end user functions as possible (only administration functions may require a client installation). |
| 10.05 | GE | Provide single user authentication methodology permitting a single-sign-on for all modules. This function must be implemented using Microsoft Active Directory technology. |
| 10.06 | GE | Provide tools that facilitate the migration of documents from other document repositories and from network accessible file folders. |
| 10.07 | GE | Provide transaction logging, instrumentation or facilities to permit an enterprise to capture and analyze the frequency of feature and function use, data access characteristics and user activity. |
| 10.08 | GE | Provide Application Programming Interfaces (APIs) that support non-proprietary software development languages for application extensions and integration between applications. |
| 10.09 | GE | Provide Software Development Kits (SDK) that facilitates enterprise application integration. |
| 10.10 | GE | Provide facilities, interfaces or methodologies for interfacing with a Microsoft SQL Server or Oracle data warehouse. |
| GE1 | GE | Integration with Existing SFMTA systems |
| 10.11 | GE | Budgeting: FAMIS is SFMTA's mainframe project costing system. Project managers enter budgets to FAMIS by estimating costs for each anticipated high-level account number on separate Excel sheets and transmitting them to Grants Accounting. Projects are then created by personnel in Grants Accounting; where FAMIS "Index Codes" are assigned to each account number (broken down to segment, phase and activity number.) This is the system of record for all project budgets, thus budgets in the CPCS must be integrated with FAMIS to avoid double entry of data and/or parallel data sources. The proposed solution must include a strategy for integrating with FAMIS to eliminate |

| Req. ID | Req. Prefix | Functional Area and Business Requirements |
|---------|-------------|---|
| | | manual transfers of budgeting information common to the CPCS and FAMIS. |
| 10.12 | GE | Actual Costs: All actual charges to a project are ultimately reported in FAMIS using the Index Code as the key field. All charges must have a FAMIS index code in order to be accounted for in FAMIS. This is the system of record for all project costs therefore the proposed system must include processes to reconcile actual costs in FAMIS with actual costs in the CPCS. |
| 10.13 | GE | TESS: The City's payroll system. Time sheets must contain the FAMIS index code and account number for the work done. TESS calculates the final labor cost with all burdens and overhead, then uploads those costs (using the FAMIS index codes as a reference) to FAMIS. The proposed solution must include a method to export time sheet information (likely through a flat file middleware) to TESS. |

2.4.3 Scope of CPCS Software and Hardware Solution

The Proposer must specify, install and configure a complete solution to achieve the requirements described in Section 2.4.2. The Proposer must design a seamless and fully integrated Capital Program Controls System (from the proposed software modules and other required software products) and deploy this system on an Oracle Database Management System and a fully distributed architecture that is scalable, has high availability, balances the processing loads and provides optimal performance (for users within the office locations as well as users located in remote field locations). The Proposer must implement the latest versions of the software and hardware products. The subsections below provide additional detail on the scope of the software, hardware, requirements and product upgrades. The Proposer must implement all required application software and IT infrastructure hardware/software to fully implement the CPCS functional and other general requirements.

Business Application Software (Core and Supporting)

The Proposer is fully responsible for implementing (both configuration and customization as necessary) and integrating all of the core software packages as proposed. The Proposer is responsible for implementing all the proposed modules up to one hundred percent of the available functionality if necessary and as determined by SFMTA. New business requirements generated by SFMTA during the analysis, design and testing phases of the project, if can be met by the delivered functionality of the proposed modules, is part of the scope. The Proposer is also responsible for proposing and implementing any supporting software (e.g. integration tools, conversion tools, or any additional software modules, etc.) needed to fulfill contract requirements.

IT Infrastructure Hardware and Software

The Proposer must size, architect, implement, formally train and provide knowledge transfer to build a solid technology infrastructure in support of the CPCS scope of services. Specifically, the Proposer must specify and implement (not procure, SFMAT will do this) all the necessary hardware to support the CPCS, which includes application and web servers, operating systems, databases, backup, storage and any other third party tools. The Proposer must architect the systems architecture that is scalable, highly available (at a minimum of 99.5%) and load balanced for optimal system response. The Proposer throughout the implementation will create, maintain and eliminate the necessary technical environments (demo, development configuration, conversion, testing, training, reporting and production). SFMTA, based on the Proposer's technical analysis and recommendations, will procure the hardware as specified by the Proposer in a manner consistent with SFMTA's procurement guidelines. The Proposer must conduct the technical analysis early and provide adequate time to SFMTA to be able to procure the hardware in a manner that does not hold up the project implementation.

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2.4.4 Task 2 Scope of Work – Implementation Tasks and Deliverables

The subtasks, deliverables and Proposer responsibilities described below represent the project subtasks, activities and completion requirements for the CPCS implementation program. The subtasks and deliverable requirements, herein, apply to Task 2 scope of work as outlined in Subsection 2.4.1, Subsection 2.4.2 and Subsection 2.4.3. The SFMTA recognizes that the Proposer may have their implementation methodology to implement a project of this type; however, it is the responsibility of the Proposer to map its implementation methodology with the Project's requirements and tailor its proposed methodology to comply with the subtasks, activities and deliverable requirements as described in this section. The Proposer must adhere to the following implementation guidelines:

- Project Management Methodology: The SFMTA expects the Proposer to follow industry standard implementation methodology, thereby bringing its experience from transit/public/private industries to implement the proposed software packages. The Proposer must implement strong project management methodology that will enable the Proposer to conform to the proposed project delivery schedule;
- Reengineer Business Processes: The Proposer must make every effort to propose business practice changes, associated implications and recommendations to deal with the implications.

Complete emphasis must be on how to conduct business more efficiently than currently;

- Leverage Out of the Box Functionality: The Proposer must maximize the software out of the box delivered functionality and look to finding creative ways to configure requirement gaps, instead of proposing customizations, unless absolutely warranted and cost-value justified;
- Best of Breed Software Development and Integration Toolkit: The Proposer must leverage the best-of-breed integration tools and software development techniques to exchange data between proposed software packages (if from different software vendors); and
- Knowledge Transfer: The Proposer will conduct all project work on-site, and will work closely with SFMTA staff and other assigned project personnel to ensure that SFMTA staff is aware of and participates in all aspects of the project.

The Proposer is expected to propose a structured implementation methodology that would accomplish, at minimum, the following sub tasks and deliverables as outlined below.

2.4.5 Startup Phase

During this phase, the Proposer Project Manager and key staff will be on site at the SFMTA and will work very closely with the SFMTA Project Manager to prepare for project kickoff and initiation phase. The preparation work will include detailing project scope, implementation methodology, implementation sequence, baseline project schedule, staffing requirements and the project management plan (PMP). The Proposer will also facilitate the negotiations and acquisitions of Proposer proposed software during this phase; and as necessary, the Proposer will also develop a strategy for the definition and procurement of the implementation hardware. At a minimum in-scope activities and Proposer responsibilities (as part of the fixed bid unless otherwise mentioned) include the following:

- The Proposer will work with SFMTA project manager to organize and conduct meetings to introduce the project to key SFMTA stakeholders and understand their issues and priorities;
- The Proposer will request and gather relevant project and organizational information/documentation to review and understand Agency's people, processes and technology;
- The Proposer will conduct solution analysis by mapping the business requirements to the proposed software modules and associated

functionality, thereby creating a baseline requirements traceability matrix. The analysis will seek and provide any necessary clarification on project scope, formalizing the proposed solution;

- The Proposer will rationalize and propose an implementation sequence (everything at once versus staged implementation), taking into consideration of business priorities, staff resource constraints and immediate benefits to the project;
- Based on implementation solution and sequence analysis as proposed by Proposer and agreed upon by SFMTA, the Proposer will prepare a detailed resource loaded baseline schedule. The schedule must incorporate the proposed implementation methodology and contract deliverables, thereby detailing project critical path and milestones (toward the achievement of the contract deliverables);
- The Proposer will prepare a project staffing plan rationalizing the staffing need that SFMTA must commit to the implementation in terms of number of people, people roles and responsibilities, skills needs and participation levels;
- The Proposer will prepare and a core project team training plan (that the Proposer will implement during the project initiation phase). This core project team training must enable the core project team members to have the familiarity and understanding of the proposed software functionality and usability, so that that the staff can effectively participate during the project design phase;
- The Proposer will work with SFMTA staff to gather data to assemble software license sizing estimates, following which, the Proposer will facilitate the acquisition of all proposed software packages. SFMTA will have the option to negotiate the software purchases either via the Proposer or directly with the relevant software vendor(s). In either case, the Proposer will provide the necessary technical support (contacting the software vendors/re-sellers, researching costs and discounts, other analysis, etc.) to facilitate the negotiations and acquisition process until all software license agreements are in place; and
- Begin working on the technical infrastructure analysis to determine the Information Technology(IT) infrastructure in terms of sizing for servers, database, network (due to access from field implications) implementation environments, and any other hardware.

The Proposer, while working through the above activities, must produce working products (analysis, documentation and presentations) that will enable the SFMTA team to organize and prepare its resources, participate effectively and make decisions. In addition, the Proposer will work on

documentation activities related to the preparation of the following deliverables:

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|----------------|--|---|
| STP 1.0 | Project Management and Quality Plan (PMQP) | Continuously updatable PMP must provide all the necessary project management procedures and related templates. The plan must include four primary areas: (1) Introduction to project: project goals and objectives; project scope; proposed solution and implementation sequence; description of implementation methodology, input and output activities, deliverables; project organization and governance structure; staffing commitments and roles and responsibilities; (2) Project management procedures and related templates to enforce the procedures: scope/change management, schedule tracking and update process; weekly project reporting process and templates; issues/risk management process and templates; document filing and control standards/templates; deliverable submission and invoice approval process; |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|----------------|---|---|
| | | <p>communications development, review/approval and release process/templates; customization review and approval process, etc; general resource information and management guidelines (team directory, building access/security guidelines, project and resource calendars, working hours and guidelines, etc.); (3) Quality Control: PMP must clearly define how the quality of the project will be measured maintained – what will the quality gates be? how will they be tracked and reported? etc.; (4) Knowledge transfer: other than formal training, the Proposer must document how day-to-day knowledge transfer will be facilitated to SFMTA staff on all implementation tasks and work products.</p> |
| STP 2.0 | Baseline Resource Loaded Project Schedule | Continuously updatable resource loaded and leveled schedule that details the project's work breakdown structure. It must include project activities, milestones and deliverables. The schedule must |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|---|
| | | incorporate the implementation methodology, implementation sequence. The schedule must provide a baseline critical path and must be tracked and updated by the Proposer on a weekly basis. |
| STP 3.0 | Communications/Organizational Change Management Plan | Continuously updatable plan must detail communications and people change management strategy that includes: (1) communication goals and objectives; identification of relevant stakeholders, communication needs for each stakeholder type (end users, management, union, Board, etc.); (2) communications vehicles, timelines production and dissemination responsibilities (must align with communications release process in the PMP); (3) specific strategies to deal with systems implementation changes on organizational structure, job roles and responsibilities, etc. |
| STP 4.0 | Core Project Team Training Plan | The plan must detail an on-site training strategy to familiarize and orient the SFMTA project team |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|----------------|------------------|---|
| | | <p>on the proposed solution/product functionality and usability so that they can effectively understand and participate in the CPCS functional and technical design work. The plan must identify relevant training program to users (including IT staff on the technical side) based on their anticipated project roles and responsibilities. The plan must also indicate the training sources (Proposer, software vendors, others, etc.) and a delivery plan. The Proposer must include the on-site core team training implementation cost in its fixed bid.</p> |

2.4.6 Business Analysis Phase

In this phase, the Proposer will kick-off the project and will work closely with the Agency staff to gain a thorough knowledge and understanding of the current capital project management business practices (processes and in-force policies). A primary responsibility of the Proposer during this phase is to facilitate business process reengineering working sessions and come up with recommendations on business improvement opportunities and directional shifts that can be assessed for fit-gap analysis in the design phase. The Proposer is also working on preparation activities for the design phase work. At-minimum in-scope activities and Proposer responsibilities (as part of the fixed bid unless otherwise mentioned) include the following:

- The Proposer will prepare all the necessary presentation materials to conduct a project kickoff to the project and other key stakeholders. The kickoff must provide a comprehensive orientation of the project;
- The Proposer, based on available business practices documentation, will review and analyze process flows to determine BPR areas. It is expected that the Proposer can gain the As-Is process knowledge from existing documentation;
- The Proposer must conduct a detailed Reports inventory-Interfaces-Data condition-Security (RIDS) analysis to identify any issues with current reports development and usage effectiveness, data condition/cleansing/ conversion, interfaces with legacy and other non-CPCS systems and security deployment model;
- Based on proposed solution framework, the Proposer will identify BPR topics by process area and facilitate working sessions to educate project team on improved ways of conducting business. The Proposer will bring best practice business concepts and ideas based on prior experience to these BPR workshops to improve the effectiveness of capital project management practice at SFMTA. The BPR workshops must place an emphasis on process evaluation and improvement opportunity and therefore must stay software agnostic;
- Based on the BPR recommendations, the Proposer will review the original contract business requirements and if necessary will update the business requirements and the baseline traceability matrix;
- Based on the updated requirements, the Proposer must evaluate and recommend any additional necessary software to fulfill the complete set of business requirements;
- The Proposer will implement and administer the core project team training as outlined in the core project team training plan;

- The Proposer must finish the technical infrastructure analysis, which was started in the startup phase and needing consideration in the business analysis phase, work with recommendations on IT infrastructure procurement needs for the CPCS project. The Proposer will develop specifications for procurement needs and also assist in the procurement, evaluation and acquisition of the IT systems;
- The Proposer will install the proposed software and hardware and certify that the installation is in accordance with the installation guidelines as provided by the software/hardware vendor. The Proposer is also responsible for creating and maintaining all the necessary required environments during the implementation through final CPCS system acceptance. Throughout the technical work, the Proposer must comply with the knowledge transfer requirements as specified in the knowledge transfer section of the PMP; and

The Proposer while working through the above activities must produce working products (analysis, documentation and presentations) that will enable SFMTA team to organize and prepare its resources, participate effectively and make decisions. In addition, the Proposer will work on documentation activities related to the preparation of the following deliverables:

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|--|
| BA 5.0 | Project Kickoff | Planning and logistics organization of kickoff, creation of kickoff presentation materials and conducting the kickoff. The kickoff must provide a clear roadmap of the project scope and solution framework, implementation methodology and implementation sequence, project management procedures and project team member roles and responsibilities. |
| BA 6.0 | Business Process Reengineering (BPR) Recommendations | The BPR document must outline BPR analysis and recommendations, which must be organized by process area. Each BPR recommendation must be backed up by analysis of various BPR concepts and ideas. The document must clearly present the analysis on why certain concepts were dropped and how the final |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|----------------|------------------|--|
| | | BPR recommendation was drawn up. The Analysis must also identify and document potential changes and impacts on currently enforced policies, thresholds, organizational structure, including job roles and responsibilities. |
| BA 7.0 | RIDS Analysis | <p>The RIDS analysis work is “As-Is” condition analysis of reports, interfaces, data and security. For each of the RIDS element, the analysis must identify and document the following:</p> <ul style="list-style-type: none"> • Review and compile a list of all current queries and reports that are prepared for and used by: end users, managers, executives, Board, state and federal agencies and grantors. Conduct and document reporting needs analysis, which must identify and recommend proposed solution reporting requirements. • Review and compile current system interfaces and integration points. Based on proposed solution analysis, identify all necessary interfaces and system integration requirements. • The data condition assessment must identify the target system data needs and assess those needs against current data condition and availability. If the Proposer’s assessment determines data quality issues, then the Proposer will develop a very detailed data cleansing plan (approach, tools, resources, etc.) and assist the Agency staff to cleanse the data. • Review and compile the current security model and assess against the proposed solution. |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|---|--|
| | | Based on the analysis, recommend a best-practice security model, including its governance. |
| BA 8.0 | Updated Business Requirements and Traceability Matrix | Based on BPR recommendations and RIDS analysis, the Proposer must update the contract business requirements (not a scope change) and must add new sections to the requirements matrix on reports, interfaces, data conversion and security. This matrix will be used as a baseline requirements document for design work initiation. This matrix will also be used at the end of development phase to validate the fulfillment of business requirements with specific functionality from the proposed solution (requirements traceability validation). |
| BA 9.0 | Core Project Team Training | Implementation of core project team training as outlined in the core project team training plan. |
| BA 10.0 | Technical Infrastructure Analysis, Procurement Specifications and Acquisition Support | The analysis must include hardware (application and web server CPU capacity, storage, memory, etc.), database and network band-width sizing evaluation to effectively serve the CPCS solution. Based on the sizing analysis, document hardware and software procurement specifications. The Proposer will also provide technical and negotiations support with potential hardware/software vendors. |
| | Software and Hardware Installation and Technical Environments Maintenance | The Proposer will install both business application software and IT infrastructure hardware/software per relevant vendor installation requirements. |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|-------------------------|---|
| BA 11.0 | | The Proposer will certify in writing as such appropriate checklists. Following the installation, the Proposer will continue to monitor and tune the environments until the CPCS solution is accepted by SFMTA at the end of the post-production period. |

2.4.7 Design Phase

In this phase, the Proposer uses the updated business requirements and the BPR recommendations to draw up the final To-Be capital project management business practices for SFMTA. The Proposer will also work on RIDS design activities and begin to prepare for configuration setup and other development phase activities. At-minimum in-scope activities and Proposer responsibilities (as part of the fixed bid unless otherwise mentioned) include the following:

- The Proposer will conduct fit-gap analysis and evaluation of SFMTA's business process requirements against the proposed solution software. The requirements that "fit" the software must be evaluated for most efficient configuration (as the software may provide different ways to configure a process). Requirement "gaps" are identified as ones that cannot be met within the delivered software functionality and therefore, will need further evaluation;
- The "gaps" must be further evaluated for workaround options and as last means must be evaluated for software customization. For every software customization request, the Proposer must evaluate few customization options and present detailed cost-benefit analysis to SFMTA's customization approval committee;
- Based on the RIDS analysis in the initiation phase, the Proposer will prepare design documents for: Agency reporting requirements; interfaces and integration requirements between proposed software packages (if different); between proposed software packages and Agency's legacy systems; data conversion requirements; security implementation requirements;
- Based on the above fit-gap analysis and RIDS analysis outputs, the Proposer will prepare a detailed To-Be business processes document outlining new process flows, workflow decisions and approvals, etc.; which will become the basis for system development (software configuration and customization);

- Based on the proposed To-Be solution, the Proposer will evaluate and recommend a best practice organizational model to efficiently support and practice capital project management. The model must describe a structure, roles and responsibilities and must-have skills; and
- The Proposer will also conduct a training needs assessment of end users impacted by the proposed system to determine who will need to be trained and in what areas of the application to ensure overall readiness when the system goes on line. The assessment will also outline the types of training materials (such as quick reference guides, end-user guides, instructor guides, portal based desk procedures, etc.) and the training material consistency and development standards (templates, fonts, formats, content development tools, etc.).

The Proposer while working through the above activities must produce working products (analysis, documentation and presentations) that will enable the SFMTA team to organize and prepare its resources, participate effectively and make decisions. In addition, the Proposer will work on documentation activities related to the preparation of the following deliverables:

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|---|
| DS 12.0 | Fit-Gap Analysis and Findings | Document fit-gap analysis of updated business requirements wherein, software fits and gaps are identified against SFMTA's business processes. Document detailed analysis of each gap and a recommendation on potential solution, which might include options to: customize, find a workaround, eliminate the requirement, and propose a COTS product and/or a combination of above. |
| DS 13.0 | Functional and Technical Specifications for Reports | Document user functional and technical specifications for all report development requirements. The deliverable will also define reconciliation queries, which can be used to validate the proposed reports design. |
| DS 14.0 | Functional and Technical Specifications for Interfaces and | Document user functional and technical specifications for all CPCS application interfaces (with legacy and third-party systems) |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|--|
| | Systems Integration | and any integration requirements between different software packages that make up the CPCS solution. The deliverable will also define reconciliation queries, which can be used to validate the proposed interfaces design. |
| DS 15.0 | Functional and Technical Specifications for Data Conversion | Based on data conversion for each software package/module, the Proposer will define and document functional and technical requirements for data conversion requirements. The deliverable will also define reconciliation queries, which can be used to validate the data conversion design. |
| DS 16.0 | Functional Specifications for Security | Based on proposed security model, the Proposer will define and document functional specifications for system security implementation. Specifications will include access detail to software modules, queries reports and development tools, etc. The deliverable will also define reconciliation queries, which can be used to validate the security design. |
| DS 17.0 | Requirements Gap Cost-Benefit Analysis and Customizations Approval | Based on the detailed gap analysis (in the fit-gap analysis deliverable), the Proposer will perform detail cost-benefit-value analysis of the proposed customization recommendation (for business process gaps and complex reports development). The Proposer will prepare presentation material for review and approval by the customizations approval committee. |
| DS 18.0 | Final To-Be Functional Design | Based on BPR, fit-gap analysis, RIDS analysis and customization |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|--|
| | and Business Changes | analysis findings, the Proposer will define and document To-Be business practices and functional design: The To-Be design must clearly define and document role based business process flows, inputs, outputs, workflow requirements. The document must also highlight major business process changes, which will provide input to project outreach communications and training materials. |
| DS 19.0 | Functional and Technical Specifications for Workflow | Based on the To-Be documentation, the Proposer will define and document workflow specifications for each of the applicable business process. The deliverable will also define reconciliation queries, which can be used to validate the workflow design. |
| DS 20.0 | Best Practice Organizational Model Recommendations | Based on BPR, proposed To-Bes and identified business changes, recommend a best practice organizational model to practice and support CPCS. The organizational model must provide detail structure and revised job roles and responsibilities. |
| DS 21.0 | Training Assessment Findings and Recommendations | Based on the Final To-Bes and user roles/responsibilities, the assessment will provide a strategy on the overall training development and rollout. The Proposer will identify and document training audience, course curriculum, types of standards for training material development, training vehicles, review and signoff-process, training rollout strategy for the UAT preparation as well as the formal end-user training. |

2.4.8 Development Phase

In this phase, the Proposer will configure and customize the proposed solution by incorporating recommendations and approvals from the design phase. This would entail technical development work such as configuring To-Be business practices; including workflow and development of reports, integration/interfaces, data conversion, security setup and approved customizations. During this phase, the Proposer's functional and technical teams will assume prime responsibility to conduct initial testing/validation and fixing of the system. The Proposer will also begin to prepare for the end user validation of the system and begin to develop the baseline training materials. At-minimum in-scope activities and Proposer responsibilities (as part of the fixed bid unless otherwise mentioned) include the following:

- The Proposer will configure and setup the business process flows and workflow (part of the configuration work and not customization) steps per the functional and technical design documents as prepared and approved in the design phase;
- The Proposer will develop the necessary ad-hoc queries and reports that would satisfy the Agency reporting requirements as identified in the design phase. The Proposer must leverage reports functionality available within the software packages. Customization of stock reports for changes in report field labels, insertion of client logos and report page formatting is part of the fixed bid. Reports that would only need extensive customization will be evaluated for scope change requests;
- The Proposer will develop and install interface programs from proposed software packages to Agency's legacy and/or required third party systems. The Proposer is also responsible for development and installation of any systems integration programs/adaptors that must be needed between the proposed software packages;
- The Proposer will identify and convert the legacy data and migrate the data into the new system. The Proposer will develop and implement the necessary data conversion programs and data quality reconciliation programs to verify the accuracy of data. The Proposer will convert the necessary years of historical data as required by statutory and other compliance regulations into the new system;
- The Proposer will implement the security design and the governance model (with checks and controls) for day-to-day security administration;
- The Proposer, as approved under separate customization allowance dollars, will develop and implement customizations as approved by the customization approval committee. The customizations under this

separate allowance are limited to business process gap customizations and complicated reports development customizations alone. All other development work related to workflow, interfaces, integration, conversion and uncomplicated reports is part of the Proposer's fixed bid;

- The Proposer will conduct unit and system level functional and technical testing and fix all errors prior to engaging Agency project team and ultimately end-users (for the users acceptance testing (UAT));
- The Proposer will prepare baseline training materials (which will be updated for changes needed following UAT) that can be used to validate with project team and UAT population;
- The Proposer will engage the project team to conduct 1st level of functional and technical testing to validate the design and to identify any system errors, which must be fixed by the Proposer prior to engaging UAT population; and
- The Proposer will prepare a UAT organization and implementation plan in terms of identifying test population, orienting test population with UAT process and expectations, setting up testing environments, testing scripts and expected results, test entrance and exit criteria, process to capture testing issues and resolution steps, process for signoff, etc.

The Proposer while working through the above activities must produce working products (e.g. analysis, documentation and presentations) that will enable the SFMTA team to organize and prepare its resources, participate effectively and make decisions. In addition, the Proposer will work on documentation activities related to the preparation of the following deliverables:

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|--|
| DV 22.0 | Application/Workflow Configuration and Documentation | Describes the detail on each of the business process and related workflow functionality is configured within the proposed software packages. |
| DV 23.0 | Queries and Reports Development and Documentation | Technical development of queries and stock reports (customized for SFMTA), implementation, unit testing and all relevant documentation. |
| DV 24.0 | Interfaces and Integration | Technical development of interface programs, code |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|---|---|
| | Development and Documentation | review documentation, interfaces and systems integration implementation, unit testing and all relevant documentation. |
| DV 25.0 | Data Conversion Implementation and Reconciliation Proof Documentation | Technical development of data conversion and reconciliation programs, code review documentation, conversion implementation, unit testing and all relevant documentation. |
| DV 26.0 | Security Implementation and Documentation | Setup and implementation of security model and documentation, including going-forward governance model for administering new users, retirees, audits and controls. |
| DV 27.0 | Proposer Unit and Functional Testing Results Documentation | Documentation of results from (1) unit testing of all individual system components and (2) systems integration (functional and technical) testing by Proposer team members. This proof is a pre-requisite to consider the readiness for UAT testing. |
| DV 28.0 | Requirements Traceability Validation | This deliverable will document the mapping of updated traceability matrix requirements with implemented functionality of the proposed system. The mapping will clearly refer to the To-Bes and will also identify requirements that have not been implemented, including justifiable reasons. |
| DV29.0 | Validation (Testing) Phase Plan | The deliverable will define and document the overall system validation strategy toward UAT implementation details, performance testing details |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--------------------------------|--|
| | | and if necessary implement a parallel testing of the system. The strategy will identify test audience, entry/exit criteria between tests, issues identification and resolution procedures, etc. The plan will also provide detailed test scripts that will enable end-users to comprehensively test the expected functionality of the system. The test scripts must represent business process and workflow functionality, custom development objects, reports, interfaces, data conversion and security. For the performance testing plan, the Proposer will identify and document the scenarios under which stress testing would be conducted, types of stress testing and the tools to be used. |
| DV 30.0 | Training Materials Development | Using final To-Bes, identified business changes and job roles and responsibilities as a basis, the Proposer will develop the baseline end-user training materials per requirements as outlined in the training assessment findings (a design phase deliverable). The training materials development includes the development of an end-user training test kit and a method to deploy the testing. |

Validation Phase: In this phase, the Proposer will implement all system validation and fixing tasks to ensure a smooth transition to the project deployment phase. The validation phase will include users acceptance testing, system performance (stress) testing, and system parallel testing (if any implications on time collection and employee payroll). Updates to training materials must be done in this phase based on system changes resulting from testing and fixing. At-minimum in-scope activities and Proposer responsibilities (as part of the fixed bid unless otherwise mentioned) include the following:

- Deliver training to project team and UAT population. This round of training is to orient and prepare the project team and UAT population (external subject matter experts (SME) and other representative users of the Agency population) for the validation phase. Final and formal end-user training (based on training material updates from the validation phase) will be implemented by the Proposer during the deployment phase;
- The Proposer will implement a minimum of two UAT rounds per the testing plans as identified in the development phase. The scope of UAT must enable SFMTA users to test all aspects of the system including business processes, workflow, queries, reports, interfaces, data quality and security. As a result, the Proposer must develop test scripts and expected results for all of the above test areas. Each round of testing must be fully signed off by SFMTA staff prior to the initiation of the successive round. If the Proposer is unable to resolve hundred percent of the test identified issues, then the Proposer will, at own cost, continue to implement UAT rounds until all issues have been resolved;
- The Proposer will implement performance (stress) testing to assess any technical issues on system response to normal user transactions from both within the SFMTA office buildings as well as all field construction sites. The assessment must identify server capacity and network bandwidth/speed issues, if any, and provide recommends to SFMTA IT staff;
- Document all IT systems (relative to CPCS project) setup and maintenance activities for day-to-day operations management of the system. Proposer must train the IT staff on all setup, maintenance and issue resolution procedures;
- The Proposer, if necessary, will conduct a system parallel test. The “if necessary” determination will be made based on potential implications on employee time collection and payroll impacts; and

- The Proposer, based on all reported test issues, will fix and then have the users retest and seek a signoff. All changes implemented as a result of the validation phase must be incorporated to update the training materials.

The Proposer while working through the above activities must produce working products (analysis, documentation and presentations) that will enable SFMTA team to organize and prepare its resources, participate effectively and make decisions. In addition, the Proposer will work on documentation activities related to the preparation of the following deliverables:

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|--|
| VL 31.0 | Deliver UAT Orientation/Training | The Proposer functional and training leads will deliver training to SFMTA's UAT population. The Proposer will use the training materials developed in the previous phase to not only validate the training material but also to orient the UAT population to system functionality and on how to use UAT testing scripts and report on any errors that they experience and notice during testing. |
| VL 32.0 | Implement UAT Testing and Formal Signoff of Functional Testing | The Proposer will monitor, lead and support users within each test cycle. In each of the test cycles, the Proposer functional leads will organize and document user reported test issues. Each of the test issues is resolved and followed through for retesting with the user who reported the issue. Upon resolution of all functional and technical issues within a test cycle, SFMTA will sign off on that specific test cycle. The next test cycle will not be initiated until all issues from the previous test cycle are resolved. Formal SFMTA acceptance and signoff of |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|----------------|--|--|
| | | functional testing will occur when all test cycles are completed, including verification of queries/reports, interfaces, data conversion and security. |
| VL 33.0 | Implement Performance Testing and Acceptance Signoff | Based on the performance testing plan and scripts, conduct performance testing, document results and recommend performance tuning requirements. Upon review and approval by SFMTA, work closely with IT staff to implement performance tuning steps on applicable IT infrastructure (application and web servers, operating system, memory, databases, network configuration, etc.). |
| VL 34.0 | IT Operations Procedures and Training | The Proposer, in this deliverable, will define, develop and document IT service management and operations procedures related to administration (e.g. servers, databases, operating system, change control process, backup, data recovery, etc.) of IT infrastructure supporting the CPCS. The Proposer's technical team will conduct formal training of CPCS IT operations management to SFMTA IT staff. |
| VL 35.0 | Final Training Materials | Update the baseline training materials to final training materials based on validation phase fixes and changes to system functionality. |

Deployment and 90 Day Post Production Phase: In this phase, the Proposer is preparing the Agency for project deployment, which includes end-user training, assessing system go-live readiness, assembling go-live user support plan, system cut-over planning to production and go-live activities.

The Proposer will also provide post-production support for a period of 90 days. At-minimum in-scope activities and Proposer responsibilities (as part of the fixed bid unless otherwise mentioned) include the following:

- The Proposer will organize and deliver end-user training for all impacted users. The Proposer will recommend and implement a testing process (as part of the training) to assess the training effectiveness (e.g. trainer delivery and user learning). The Proposer will also offer and deliver limited training classes, on an as required basis, to users during the 90 day post production support period;
- The Proposer will develop a production cut-over plan detailing all activities that must be implemented (with clear schedule, roles and responsibilities) for smooth cut-over. The plan will also identify to-be retired systems and processes and a communication plan to inform all users of such retirement and planned path toward new systems. The plan must also identify a roll-back strategy and communications plan that can be put in place quickly should the cut-over be not successful;
- The Proposer will work very closely with project team to assess go-live readiness (checklists) and to assemble a go-live/two-week post go-live support plan (to aid both office and field based users, so that users are transitioned into the new production environments in a smooth manner);
- Implement cut-over to production (Go Live). System acceptance by SFMTA will not occur at Go-Live. System acceptance by SFMTA will occur at the end of 90 day post production support. During the 90 day post production period, the Proposer must ensure that the system either meets or exceeds a 99.5% system operational availability threshold. SFMTA will measure the operational threshold every 15 days during the 90 day post production period. Planned downtime for necessary maintenance is excluded in the threshold calculation;
- If the Proposer does not meet the 99.5% system operational availability during the 90 day post production support period, then the clock resets for continued post production period support at no cost to SFMTA. The SFMTA will use the following clock reset formula: for example, if the Proposer misses the operational threshold during the 4th 15-day period (i.e. met for the first 45 days but missed in the 45-60 day window), in this case, the original 90 day post production period is extended by an additional 45 days of post production support at no-cost to SFMTA; and;
- The Proposer must retain a core team, which must provide 90 day post production support to assist functional and technical users and to resolve any issues that arise during the post production timeframe.

The Proposer while working through the above activities must produce working products (analysis, documentation and presentations) that will enable SFMTA team to organize and prepare its resources, participate effectively and make decisions. In addition, the Proposer will work on documentation activities related to the preparation of the following deliverables:

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|--|
| DP 36.0 | Deliver Formal End User Training | Organize end-user training logistics (training facility, trainers, schedule, communications, enrollment process, etc.) and complete the delivery of training to all end-users per the approved course curriculum. Deploy the testing kit in each of the training session and document results for SFMTA training manager signoff. |
| DP 37.0 | Go Live Help Desk and Field Support Operational and Logistics Plan | This deliverable has two components – an operational plan to deploy the Go Live help desk and field support plan during Go Live. The plans must identify in detail all operational elements including, needed resources, operational hours, training for help desk and field support personnel. |
| DP 38.0 | Cut Over plan and Go Live Communications Package | This deliverable has two components: (1) a go-live cut over plan detailing cutover transition activities, identification of staff and their responsibilities during this transition, plan for retiring legacy systems/interfaces/other and a roll-back plan in an unsuccessful go-live event situation; (2) the second component focuses on go-live communications package detailing go-live expectations and support plans. |
| | Go Live Readiness | This deliverable assesses the |

| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|--|---|
| DP 39.0 | Checklist Assessment | readiness of the organization for production cutover. The Proposer and project team will use checklists on the functional side, technical side and the organizational side to absolutely ensure the go-live readiness prior to cutting over. |
| DP 40.0 | Post Production Support Plan | The Proposer will provide a post go-live production system support and maintenance plan, which will clearly identify the production support roles and responsibilities, process for capturing issues, prioritization and resolution of issues. The plan also includes a roadmap for applying patches/fixes to CPCS components. |
| DP 41.0 | Implement Cut-Over (Go Live) | Implement production cut over activities and deploy the help desk and field support operational plans. |
| DP 42.0 | Post Production Issues Management and Resolution | The Proposer will maintain a post-production issue log with production issues as reported by SFMTA users. The Proposer will work closely with project team to prioritize and resolve these issues. The Proposer will maintain a production issues management schedule with assigned resources target completion dates. The Proposer will update the project team on a weekly basis. The project will be considered completed only upon complete resolution of issues identified through the last day of the post-production period and the system being operational at 99.5% during the post production support period. |
| | Final System | Upon meeting the 99.5% system |

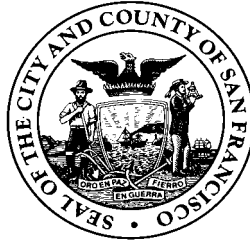
| Deliverable ID | Deliverable Name | Deliverable Content Requirements |
|-----------------------|-------------------------|--|
| DP 43.0 | Acceptance | availability threshold at the end of the 90 day post production period and resolution of all post-production period issues as identified by the SFMTA staff. |

2.5 Staffing Requirements

The Proposer and each of its Sub-proposers must have adequate professional staff or must fulfill its commitment to increase professional staff where required to perform all tasks described in the Scope of Services of this RFP. SFMTA reserves the right to require Proposer to reassign any individual on the Proposer's project team if SFMTA is unsatisfied with that person's performance or that person fails to demonstrate the required qualifications or expertise. The SFMTA reserves the right to review and approve replacement team members.

2.6 On Site Requirement

All work under this contract is to be performed on SFMTA site(s) unless otherwise agreed to. The Proposer's staff will work five-business days a week on site. Core working hours are 8:00 AM to 5:00 PM Monday through Friday.



REQUEST FOR PROPOSALS
FOR
AGENCY CAPITAL PROGRAM CONTROLS SYSTEM
PROCUREMENT AND RELATED SUPPORT SERVICES

III. SUBMISSION REQUIREMENTS

3.1. Submittal of Proposals

All Proposers must submit fifteen (15) hard copies and fifteen (15) CD copies of the complete Proposal by the deadline, delivered to the address stated below. (See Appendix 2 for the number of copies required for SBE related documentations/forms). Partial or total omission of any of the required items under Section 3.3 from a Proposal may disqualify proposals from further consideration. The SFMTA will not accept or consider a Proposal submitted after the deadline. The SFMTA will not consider a Proposal that does not conform to the submission requirements of this RFP.

All Proposals must be received at SFMTA by: **October 22, 2009 at 5:00 p.m.**

Proposals must be delivered to:

**Contract Management Office
SFMTA Transportation Planning and Development Division
One South Van Ness Avenue, 3rd Floor
San Francisco, California 94103-1267
Attention: Mr. Mario Gallardo (415) 701-4348**

3.2 Submittal Guidelines

The Proposal shall be in clear, concise writing within the format provided by the SFMTA. Legibility, clarity, and completeness of the technical proposal are essential. The price proposal is part of the main proposal along with the technical proposal.

The Proposer must demonstrate that it has read the RFP and understands the project needs and requirements. A Proposal should be specific and responsive to SFMTA's business requirements. The Agency will view unfavorably generic proposals and generic marketing materials.

Proposals must be in a professional format no more than 80 pages on double sided recycled paper (40 sheets). Any larger sheets included must be folded to that size. Pages must be consecutively numbered within each section or part.

Cover page and tab dividers will not be included in the page count. All pages must be 8-1/2" x 11", minimum size 12 font, unless otherwise noted in this RFP. Size 10 font and 11"x17" page size are allowed for preparing table/spreadsheet, chart, or schedule. Each 11"x17" page will be counted as two pages towards the maximum page counts list above.

Proposals must include firm name (and in the event the Proposer is a joint venture, the names of the individual firms comprising the joint venture), business address, and the name, title and business address of the responsible principals, with their telephone and facsimile (fax) numbers, who may be contacted during the proposal evaluation period for clarifications or discussions as well as receiving notices from SFMTA.

If the Proposer is a joint venture or a partnership, the Proposal must include a copy of the executed joint venture agreement or executed partnership agreement. Failure to attach a copy of the appropriate agreement may render a Proposal non-responsive.

Proposals must be signed by an official authorized to bind the Proposer and shall constitute a firm offer for at least 180 calendar days from the last date for submission of proposals set forth herein. SFMTA may request Proposers to extend the period of time specified herein by written agreement between SFMTA and the Proposer(s) concerned.

3.3 Technical and Cost Submittal Documents – Format and Content

The content required under this Subsection constitutes the written Proposal that is to be submitted in accordance with Subsections 3.1 and 3.2 above. The Proposer must use the following format to structure the proposal:

3.3.1 Letter of Introduction

The Proposer is required to submit a letter of introduction, not to exceed two pages in length, which bears the signature of an authorized representative of the Proposer. The Letter of Introduction shall designate by name not more than two senior managers authorized to negotiate and sign the contract with SFMTA on behalf of the Proposer, and shall clearly

state the Proposer's commitment to successfully fulfill project requirements. Additionally, the Letter of Introduction should include an acknowledgement of acceptance of contract terms and conditions and insurance requirements, and an indication of Proposer's compliance or non-compliance with minimum qualifications.

3.3.2 Section A - Team Organization and Qualifications

The Proposer must clearly describe the overall composition of its team and each member's (firm) role, knowledge of transit and tunnel construction management, relevant project management software implementation experience and performance references. The Proposer, at a minimum, must clearly discuss the following:

- A. Describe the team composition, structure, specific roles/functions of each team member (if more than one) and contact information. Clearly indicate which team member (firm) will be lead on which Tasks (Task 1 and Task 2) of the project;
- B. For each team member, provide a brief profile: (1) in the case of a software vendor, identify pertinent attributes that demonstrate the strength of the vendor in terms of the history of the firm, size of the firm in revenue dollars and employees, proposed software overall installed base and proposed software transit client installed base; (2) in the case of a system integrator who has implemented the proposed software, include the profile of the firm, history of the firm, size of the firm in revenue dollars and employees, relevant experience in implementing enterprise-scalable project management and controls software for transit engineering and construction projects (with seamless integration into financial/other systems); (3) in the case of a vendor who specializes in transit/subway construction program management/ controls, include the profile of the firm, history of the firm, size of the firm in revenue dollars and employees and relevant experience in providing program controls staff augmentation for large scale transit/subway development projects;
- C. Describe the team's qualifications and provide details of relevant project experience. A Proposer must demonstrate the following minimum qualifications. The overall team must meet the following minimum qualification:
 - The Proposer must have successfully performed full-service project controls services for a minimum of five years;
 - The Proposer, in the last eight years, must have provided these services for at least three agencies, of which, one must be from within the transit industry;
 - The transit agency qualification must meet the following criteria:

- An agency size of at least 1,000 employees;
 - A capital program of at least one-billion dollars (\$1B);
 - The capital program includes a new subway tunnel and/or transit system construction; and
 - The capital program requires Federal Transit Administration (FTA) and other state/local level compliance and reporting requirements.
- The Proposer must have successfully specified and implemented agency-wide capital program controls system projects for a minimum of five years; This experience would include program control systems specification, development, integration and deployment experience;
 - The Proposer, over the last eight years, must have provided these services for at least three agencies, of which, one must be from within the transit industry;
 - The transit agency qualification must meet the following criteria:
 - An agency size of at least 1,000 employees;
 - A capital program of at least one-billion dollars (\$1B);
 - The capital program includes a new subway tunnel and/or transit system construction; and
 - The capital program requires Federal Transit Administration (FTA) and other state/local level compliance and reporting requirements;
- D. For the three requested systems implementations, provide a project description indicating the proposed solution (e.g. modules, business areas of implementation, technical architecture), implementation services, challenges, mitigation measures and final outcome. Also include who worked on these engagements (project manager and key staff) and identify if those individuals are proposed in this proposal. Include project reference information about total software price, total implementation price, project start and end dates, your project manager and key staff, client contact information (phone and email); and statement on adherence to original price and schedule; and
- E. For the three requested program controls staff augmentation projects, provide complete details program description, size, client, and nature of the program control services rendered and/or currently being rendered. Include all project reference on Proposer's contact name and information, client contact name and information, and statement of adherence to original price and schedule.

3.3.3 Section B - Proposal Summary

The Proposal Summary must condense and highlight the contents of the entire proposal in such as way as to provide its evaluators with a broad

understanding of the proposed solution, implementation and outcomes. At a minimum, it should include the following:

- A. Demonstrate a thorough understanding of the project, key issues and implementation requirements;
- B. Describe the proposed staff augmentation structure to satisfy the Central Subway program controls needs;
- C. Describe the proposed software solution (clearly tying it to SFMTA's specific scope and needs) and articulate how it will meet needs of the organization – discuss functionality, integration with financials/other systems, technical architecture and in overall, how the system will enable SFMTA staff to practice industry best practices in capital project management;
- D. Describe how the proposed solution will be implemented, including a summary level sequencing (if any) and timeline. Draw examples of challenges encountered on similar projects and discuss the approach in handling some of these challenges and opportunities that are foreseen on this project; and
- E. Describe why your team is most qualified, including any value additions and differentiators.

3.3.4 Section C - Program Controls Work Plan – Central Subway (Task 1)

This section must detail the program controls work plan approach as proposed to fulfill the scope requirements as laid out in Task 1 work element. The approach must discuss in detail on how the Proposer will structure the most optimal program controls team for the Central Subway project. The approach must also describe in detail the roles and responsibilities of team personnel (the organization chart for both Task 1 and Task 2 must be presented as part of Section G), interim tools/systems that will be necessary and proposed to be deployed until the CPCS system is available, training of SFMTA staff to use these interim tools, expected program controls challenges and strategies to overcome these challenges, how this team will interface/integrate with the CPCS implementation team, and most importantly how this team will ensure full-service program controls capacity and compliance with SFMTA, FTA and other regulatory requirements.

3.3.5 Section D - CPCS Solution Description and Functionality (Task 2)

This section must provide a detailed overview of the proposed software and serving hardware solution, including: specific software modules,

functionality within each module, integration and interoperability among the modules and with SFMTA's financial/other applications, software technology (web-based, open source based, etc.), necessary serving platforms (hardware, operating system, databases), workflow capabilities, ease of application configuration and reporting capabilities. At a minimum, the Proposer must address the following:

- A. Provide an overview of the proposed software modules and related detailed functionality. Map this information with scope of the CPCS functional areas as described in Sub Section 2.4.1;
- B. Describe if the solution is a best-of-the-breed or a single already integrated solution. If the Proposer is proposing best-of-the-breed solution, then describe what integration adapters and/or application programmable interfaces (APIs) are available and how does the Proposer plans to provide a fully integrated solution as requested by SFMTA;
- C. Describe detailed technical description of the proposed software solution. Include description of the workflow implementation and any pre-built workflow engine. Define and describe what constitutes customization and what constitutes configuration. Describe all the technical aspects of the proposed software products;
- D. The Proposer must review SFMTA's functional requirements (as listed in Table 1) and rate the proposed software products against the following criteria. The Proposer must make a good faith effort to rate as accurately as possible. The functional requirements worksheet (CS156 Form 1 – sample available at the end of this section) fill in with Proposer's self ratings (which will be incorporated into the final contract) must be included at the end of this Section D; and

CS156 Forms required in this Subsection are not included in the proposal page limit specified in Paragraph 3.2. CS156 Forms are provided in Appendix 10 to this RFP.

Complete the worksheet by placing an X in the appropriate column for each criterion. The X's should represent the current state of a particular product or service.

| Rating | Rating Legend |
|-----------------|---|
| SUP | Requirement is supported by as delivered "out-of-the-box" solution |
| MOD | Requirement is supported via a non-customization modification (screen configurations, reports, workflow, GUI tailoring, etc.) |
| 3 rd | Requirement is supported by a third party solution |
| CST | Requirement is supported by a customization (changes to source code) |

| Rating | Rating Legend |
|--------|---|
| FUT | Requirement will be supported in a future release (within 18 months of response date) |
| NS | Requirement is not or not anticipated to be supported |

3.3.6 Section E - CPCS Implementation Methodology and Approach

In this section, the Proposer must provide details of its software implementation and integration methodology to satisfy scope of work and deliverables as laid out in Section II of this RFP. SFMTA understands that each Proposer will have their own implementation methodology derived and matured from their previous implementation experience. SFMTA encourages each Proposer to propose their own methodology; however, the Proposer must clearly map the six-phases of work activities and associated deliverables (as published in the RFP) with its implementation approach. The Proposer must describe in detail proposed implementation methodology and must, at a minimum, highlight the following aspects of the implementation:

- A. Discuss your project management approach in terms of aligning and managing work activities with proposed deliverables; managing deliverables development quality; managing project schedule, resources, issues, risk; and communications;
- B. Discuss how you will train and prepare the SFMTA team to effectively engage and participate and ensure knowledge transfer in the project;
- C. Discuss how you will size the software licensing and all the necessary hardware needs to serve a high-performance and available solution;
- D. Discuss how you will approach business process reengineering as SFMTA is not interested in simply automating current business practices. SFMTA is seeking to change the way its conducts its capital project management business, therefore, the Proposer must bring the core ability to propose contemporary business practices;
- E. Discuss how you will address the impact of business changes both in the form of communication and change management strategies;
- F. Discuss your design approach in terms of evaluating requirements fit versus gaps and how you will deal with the gaps;
- G. Discuss your approach on how not to lose sight of needs around reports, interfaces, data conversion and security;
- H. Discuss your approach to proposing a best-practice organizational model and implementation strategy;

- I. Discuss your application configuration and customization development approach, standards and quality control;
- J. Discuss your philosophy on leveraging out-of-the-box functionality and minimizing customizations;
- K. Discuss your system testing approach on both functional and performance sides;
- L. Discuss your end user and IT technical team training approach; and
- M. Discuss your 90 day post production support structure and approach on how you will meet the system performance requirement.

3.3.7 Section F - CPCS Project Plan

The Proposer must develop and present a project plan that strictly aligns with the Proposer's own implementation methodology and approach. The plan must outline:

- A. Identify all project activities, milestones and associated deliverables;
- B. The plan must be fully-resource loaded. SFMTA encourages the Proposer to develop accurate deliverable costs based on accurate resource and cost loading of the schedule;
- C. The plan must provide a clear critical path and an implementation timeline; and
- D. Identify any assumptions that were assumed by the Proposer.

3.3.8 Section G - Project Organization, Key Personnel and Staffing Ability

The Proposer must provide a clear organization and management structure that addresses both Task 1 and Task 2 work elements. This section must include discussion on the following:

Project Organization

- A. Describe in detail how the Proposer's team will be organized and identify the relationships among all the Sub-proposers and all the key personnel. Describe in detail how the Proposer plans to allocate responsibilities/lead roles and work between Proposer/ and SFMTA staff for the various tasks. In addition to a written description, which must include rationale for proposed organization and rationale for proposed City staff integration, also include organizational chart(s) on an 8-1/2x11 inch paper to show the proposed organization and the

relationships;

- B. Describe in detail how the Proposer and each Sub-proposer within the proposed organization will interface with each other and interface with City staff and communicate effectively across tasks/activities; and
- C. Describe in detail the proposed management approach, methods and tools to manage Program staffing and tasks so as to consistently provide quality, cost effective and timely services for all phases of the Program.

Key Personnel

- A. The person identified as CPCS implementation project manager should have successfully managed at least three projects of a similar nature and scope to the one described in this RFP and is expected to be a fully dedicated on-site resource for the duration of the CPCS implementation;
- B. The person identified as the Program Controls Manager for the Central Subway program controls staff augmentation and must have successfully led at least three projects that are similar in size and scope with Central Subway project's size and scope;
- C. Provide a clear identification of all other key personnel by task, by firm/sub-proposer and a clear statement of commitment from each firm/sub-proposer for both Task 1 and Task 2 work elements;
- D. Include a detailed discussion of team member responsibilities as well as an identification of which resources will perform the work in the specified tasks identified in the project plan;
- E. Furnish a resume (maximum of 2 pages per resume) for each proposed team member with education, relevant project experience, credentials, and specific functional and technical abilities; and
- F. Include a proposed manpower analysis, which is a labor resource table denoting the labor-hour allocation to the project by task.

Staffing Ability

- A. Describe in detail the Proposer and each Sub-proposer's quick ability to provide quality staff augmentation to meet project demands and/or backfill Agency staff on an as-needed basis. Illustrate the depth of resources of the Proposer and each Sub-proposer with respect to the services as sought in Task 2 scope of the project; and
- B. Provide a comprehensive roster (in a table format on an 11x17 size paper) of qualified and can-be made available resources on an as-needed basis. The roster must provide brief qualifications of individuals, including: proposed title, specialization/skills, years of

experience, relevant experience and projects, client reference information and availability percentages.

3.3.9 Section H - Cost Proposal

In preparing and submitting their Cost Proposals, Proposers shall adhere strictly to the requirements described in this Section and shall include a detailed work plan for all tasks and all phases of the RFP, including any optional tasks, and any tasks not listed in the Scope of Service that are important for the successful execution of the Project. The work plan shall include personnel and schedule to facilitate the determination of the cost of the services.

The Proposer must review the requirements of the SBE Program in Appendix 2 of this RFP in preparing its Cost Proposal. The Cost Proposal must also include costs associated with the SBE Program. In particular, the Trainee requirement and expense must be integral to the Proposal.

The Proposer must carefully review all requirements of the Agreement in Appendix 3 of this RFP prior to preparation of its Cost Proposal. In the preparation of its Cost Proposal, the Proposer must assume that the SFMTA will not make modifications to the terms of the Form Agreement.

The Cost Proposals shall include the following:

- Fixed Fee to be paid as compensation for all Work that is Basic Services, but that does not include reimbursable expenses.
- Provide the most recent, audited overhead rates for Proposer and all Sub-proposers. (A copy of the most recent independent audit of overhead rates for all firms shall be included.) The overhead rates shall assume that Proposer staff will locate in a City office during design, implementation, and post-implementation of the Project.
- Provide a detailed breakdown of labor hours for each task and each subtask by contract phase, by firm, by discipline and by personnel classifications/grades.
- Provide a detailed cost breakdown for each task and each subtask by construction contract package, by firm, by discipline, by personnel classifications/grades.
- Provide a summary of each firm/sub-proposer's direct cost and indirect costs for each task and each subtask, including a breakdown of other direct reimbursable costs.
- Cost Proposal for tasks or subtasks that the Proposer proposes to complete on a Cost plus Fixed Fee subject to a maximum cost basis.
- Proposed fixed fee profit for each task and subtask included as

Basic Services, the total of which shall be the Basic Services Fixed Fee.

- Provide vehicle use or mileage rates and any other applicable rates.
- Provide, if any, proposed Other Direct Costs (ODCs).

Note: The SFMTA will pay the Consultant's direct wages, overheads, other direct costs, subcontractor charges, and Fixed Fee up to the maximum cost for each contract package. Consultant shall be obligated to complete the work related to all such work packages for compensation not in excess of the sum of the fixed budgets for all such work packages.

A. The cost proposal must have three components:

- The first component is Proposer's auditable billing rates, which will be used to create Task 1 Annual Work Plans and/or Task Orders – for Central Subway Program Controls and as needed staff augmentation work element;
- The second component is a fixed-fee cost for Task 2 work, which is for the specification and implementation of CPCS solution; and
- The third component is Proposer's best pricing estimate on proposed software, hardware and other IT infrastructure first-time license fee and recurring annual maintenance fees.

B. Program Controls Staff Augmentation Rate Information:

Direct hourly rates by proposed position of all personnel involved or proposed for the prime Proposer and all Sub-proposers. All position and associated rate information must be provided in CS156 Form 2. The rates shall reflect typical adjustment (living cost increase, pay raises.) for the first eight years; following which, SFMTA may or may not consider an annual escalation (the Proposer must accept this requirement).

Clearly state all assumptions, i.e., what items are included or excluded in the rates data. The following expenses will not be tracked or reimbursed separately as Other Direct Costs or Out-of-Pocket Costs under this Contract:

- Computer usage
- Facsimile and telecommunication expenses

The SFMTA will not reimburse the Proposer for any of the following expenses:

- Proposer and Sub-proposers' personnel relocation costs.

- Purchases of office and field supplies/equipment, unless the supplies or equipment are not ordinary/typical supplies and equipment AND uniquely required of this Project AND serving only this Project, in which case the costs must be separately identified in the Cost Proposal. These items will then need to be turned over to SFMTA at the end of project, where applicable.
- Vehicle expenses that are beyond those calculated on a cost-per-mile or lease basis.
- Any travel expenses, including transportation, meals, lodging costs, which are beyond the limit set forth in the attached Professional Services Agreement under Appendix 3.
- Any overnight courier services extending outside of the Bay Area between Proposer offices or that are beyond the limit set forth in the attached Professional Services Agreement under Appendix 3.
- Any personal or entertainment expenses.
- Expenses not reimbursable under federal grant provisions. See, in particular, OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," 2 CFR Part 225.

C. CPCS Implementation Fixed Fee Proposal

This section of the Cost Proposal must provide details on the proposed fixed fee cost estimate for CPCS implementation services. This fixed fee cost is for all work as specified as Task 2 scope for work under Section II of this RFP. The price proposal must provide itemized fixed price cost for each deliverable as specified in the Phase II Scope of Services. The Proposer will fill out three proposal cost data sheets (CS156 Forms 3, 4 and 5). In CS156 Form 3, provide fixed fee costs for each of the project deliverables, summarized by Proposer's methodology phases as well as at the total project level. In CS156 Form 4, provide detail labor hours assumed by staff role for each of the deliverable – cost derived from this data must align with deliverable cost as shown in CS156 Form 3. SFMTA will also check this labor allocation against the resource loaded project plan hours by task and deliverable, therefore, the Proposer must derive the costs and schedule in the most diligent manner. CS156 Form 5 must provide cost breakdown detail by each of the Proposer's team members, including identification of MBE/LBE/SBE/WBE/Other allocations. Proposers must provide the best competitive prices on initial submission. All allowance items should be priced at the same price as provided by SFMTA price. Pricing must include all items from Project commencement through 90 days of post-implementation maintenance and support. In addition to providing CS156 Forms 3, 4 and 5 proposal cost data sheets, the Proposer must also provide (via CS156 Form 6) fully-burdened hourly billing rates for the title classifications as

assumed in the development of the fixed fee estimate for CPCS implementation work (i.e. Task 2 work). These hourly rates will be used for any potential change orders on the CPCS implementation work (i.e. for Task 2 work). The fully burdened rates must be inclusive of everything, including direct labor, profit, travel, etc. Also, please provide the percent of profit assumed for each of the title classifications.

D. Software and Hardware License and Annual Maintenance Pricing:

SFMTA is seeking near-accurate pricing information on the proposed software and expected hardware and other IT infrastructure products (data bases, reporting tools, etc.). The acquisition of software, hardware and other IT infrastructure will be authorized under a separate allowance item passed through the Proposer's contract. To establish these allowance budgets, SFMTA would need as accurate as possible projections on these items in CS156 Form 7 (Software) and CS156 Form 8 (Hardware). At a minimum, provide:

- Provide details of software versions being proposed
- Pricing details of all types of software licensing metrics – user model, concurrent model, enterprise model. Describe the license metrics methodology.
- Details of the 1st year annual maintenance percentage of the software license fee and subsequent annual escalation percentage over previous year. Provide this detail for all ranges of maintenance and support programs
- Proposed software license and annual maintenance agreement
- All third party software products, including reporting tools that are necessary and provide approximate costs
- List of all necessary hardware and any other ancillary devices including prices
- List of any other IT infrastructure products – such as database licenses, operating system licenses, storage, backup, etc.

Provide all of the above information in an organized manner (such as a table) that is easy to review and understand the potential costs.

On the assumption that SFMTA awards the Contract to the selected Proposer for all tasks of work based on the Scope of Services described in Section II above, the cost of the Contract will be negotiated for all tasks at the same time and concluded before the Contract is to be awarded.

CS156 Forms required in this Subsection are not included in the proposal page limit specified in Paragraph 3.2. CS156 Forms are provided in Appendix 10 to this RFP.

3.3.10 Section I - Exceptions

A. To the Form of the Agreement:

Proposers must be prepared to accept the terms and conditions of the Form of Agreement (Appendix 3 to this RFP), including insurance requirements. If the Proposer is unable or unwilling to comply with any requirements of the standard contract agreement, then identify the requirements and explain why the Proposer cannot comply with the terms and conditions.

B. To the Scope of Work:

Proposers are expected to respond to the full scope of work as identified in Section II of this RFP. If the Proposer is unable or unwilling to comply with any of the scope elements, then identify the requirements and explain why the Proposer cannot comply with the requested scope of work.

3.3.11 Section J - SBE Forms required to be submitted with Proposal (Note: SBE Forms provided in Appendix 2 to this RFP)

In addition to the requirements on the content of the proposal discussed above, Proposers must submit the following as appendices to their proposals:

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

Forms described in this paragraph are not included in the proposal page

limit specified in Paragraph 3.2.

Both Proposer and Sub-proposers will need to submit Items 3, 4 (if applicable), 5, and 8.

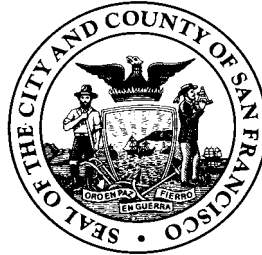
Items 1, 2 and 6 of this paragraph apply to the prime Proposer only. Item 7 applies to the SBE Sub-proposer only. Information about all firms submitting quotes or proposals to the prime and Sub-proposers must be included on Item 3 (Bidders List). Directions for completing Items 1 through 6 can be found in the SBE Program in Appendix 2.

3.3.12 Section K - Standard City and County of San Francisco Forms.

The following are required to be submitted with the proposal:

- A. Completed SFMTA Form PM3 (Appendix 1)
- B. Completed Business Tax Declaration (Appendix 4)
- C. Completed Certification Regarding Lobbying (Appendix 6)
- D. Completed San Francisco Administrative Code Chapters 12B and 12C Declaration Form (Appendix 7)
- E. Completed Attestation of Compliance (Appendix 8)

Both Proposer and Sub-proposers will need to submit forms for items A, B, C, and E described in this paragraph, which are not included in the page limit specified in Paragraph 3.2. Only the prime Proposer needs to submit forms for Item D above.



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IV. EVALUATION AND SELECTION CRITERIA

4.1 Selection Process

The selection process used by SFMTA generally follows City and FTA procurement guidelines. All proposals will be evaluated by a Selection Committee comprised mainly of SFMTA staff. SFMTA will be the sole judge as to which proposal is best and, in ascertaining the best proposal, will take into consideration the financial resources, reputation, experience in performing similar work, as generally described below.

Step One: The SFMTA will evaluate each written proposal based on the evaluation criteria listed in Section 4.2.1 criteria, using a 100-point rating system. Each member of the Selection Committee will separately score each firm's written proposal. The Selection Committee's scores for each firm will be totaled, and the result will be divided by the number of Selection Committee members to obtain an averaged written evaluation score for each firm, which will be a maximum of 100 points.

Based on the average score for each Proposer's written proposal, the SFMTA will determine which firms are within the competitive range (the "short list"). Those firms in the short list will be invited to attend an oral presentation/interview with the Selection Committee.

Step Two: The short-listed firms and their Sub-proposers will be required to appear (in no particular order) before the Selection Committee for an oral interview, presentation of their Proposal and detailed discussion of the elements of their Proposal. Presentations at the oral interview must be made by the Proposer's key team members who will be assigned to perform the Contract. The key team members should actively participate in the oral presentations to the Selection Committee. Members of the Selection Committee may direct questions to specific members of the Proposer's team. The

SFMTA may require short-listed firms to furnish additional information prior to or at the interview.

Using the evaluation criteria in Section 4.2.2 each member of the Selection Committee will separately score each firm's oral interview and presentation (100 point maximum). The SFMTA will total individual the evaluation scores from all Selection Committee members and then divide the total by the number of Selection Committee members, to obtain an average interview evaluation score per firm.

Step Three: The SFMTA will add the written and oral average scores received by each of the Proposers, and the Proposer with the highest total combined average score in Step 3 will be ranked the highest and will be invited to negotiate a contract with SFMTA.

The selection of any proposal shall not imply acceptance by the City of all terms in the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. In the event that the SFMTA determines that an agreement cannot be reached with the highest-ranked Proposer, SFMTA may choose to discontinue negotiations with the highest-ranked Proposer and enter into negotiations with other qualified firms in the order of their ranking. SFMTA reserves the right to accept other than the lowest-priced offer and to reject proposals that are not responsive to this RFP. The SFMTA reserves the right to reject all Proposals, seek new or amended proposals, determine that the work described in the RFP will not be done, determine that work will be accomplished by means other than described in the RFP, or reissue the RFP in the original or amended form.

4.2 Evaluation Criteria

4.2.1 Written Proposal

The SFMTA will review each written Proposal to ensure that it meets the minimum qualifications, is otherwise responsive to the RFP, and is compliant with City contracting requirements. The Selection Committee will then evaluate all responsive Proposals based on the following criteria:

| Evaluation Criteria | Points | Brief Description |
|---|--------|--|
| Team Organization and Qualifications | 10 | Evaluation of Proposer(s) capabilities, relevant project experience, knowledge of transit construction project management and relevant (similar) software implementation experience, legacy systems integration, past performance and overall team organization. |
| Program Controls Work Plan for Central Subway | 15 | Evaluation of Proposer(s) understanding of the Central Subway Project's program controls requirements and ability to clearly describe an overall work plan and an approach to accomplish the program monitoring and |

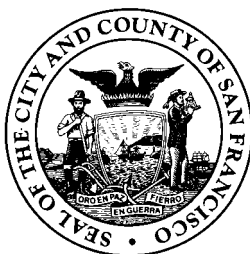
| Evaluation Criteria | Points | Brief Description |
|--|--------|--|
| | | reporting requirements per SFMTA, FTA and other regulatory body guidelines |
| System Description and Functionality | 5 | Evaluation of Proposer(s) ability to detail system description, proposed modules, expected functionality, technical architecture and assessment that align with SFMTA's business requirements |
| Implementation Methodology and Approach | 10 | Evaluation of Proposer(s) implementation methodology in terms of how structured it is and how it would be mapped to the implementation scope of work, including detailing the work plan to accomplish the project deliverables |
| Project Plan | 5 | Evaluation of Proposer(s) ability to develop a resource and cost loaded schedule that is aligned with the work plan developed based on the implementation methodology and approach |
| Project Organization, Key Personnel and Staffing Ability | 5 | Evaluation of Proposer(s) management structure to staff and manage deliverables and quality. Evaluation includes quality of proposed resources and ability to augment speedy and quality resources. |
| Cost Proposal | 50 | Evaluation of Proposer(s) competitive rates to provide program controls staff augmentation, evaluation of fixed-fee cost proposal and its competitiveness for CPCS solution implementation; and evaluation of the depth of pricing discussion provided on software and hardware licensing and maintenance (including the Proposer(s) ability to list all potential software, hardware and any other necessary IT infrastructure to support the implementation of this project. |
| Total | 100 | |

4.2.2 Oral Interview/Presentation

As part of the Oral Interview/Presentation, the SFMTA Selection Committee will seek system demonstration and oral interview by each of the short-listed Proposer. Prior to the interview/presentation, SFMTA will notify the short-listed candidates in writing as to the time and length of the interview and the general format of the interview.

| Evaluation Criteria | Points | Brief Description |
|----------------------|--------|---|
| System Demonstration | 50 | The short-listed Proposer will provide a detailed system demonstration of the proposed solution |

| Evaluation Criteria | Points | Brief Description |
|---------------------|--------|---|
| | | based on scripted use-case scenarios of expected functionality. These demonstrations will be conducted on-site at SFMTA facilities and will require at least one-full-day commitment from the Proposer. The specific demonstration scripts and instructions will be only released to the short-listed Proposers following the determination of the project short-list. |
| Oral Presentation | 50 | In addition to the System Demonstration, the Proposer will present an overall presentation highlighting aspects of the written proposal. The selection committee will consider the Proposer's overall presentation, communication skills and ability to explain and answer questions from the Selection Committee regarding the Proposer's written proposal. The Selection Committee will score the Oral Interview/Presentation based on the quality of responses provided and the quality of the team attending and presenting at the interview, including their expertise, communication skills, knowledge of the project, and the overall quality of their presentation. |
| Total | 100 | |

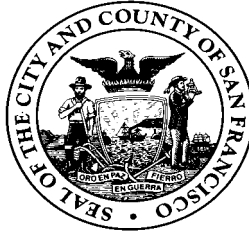


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V. TENTATIVE SCHEDULE

The tentative schedule for this RFP is listed below. SFMTA reserves the right to change the schedule at any time.

| | |
|--|-----------------------|
| Advertise RFP | September 2009 |
| Pre-Proposal Conference | October 1, 2009 |
| Proposals Due | October 22, 2009 |
| Evaluation and Notify Short-Listed Firms | November 2009 |
| Interviews | December 2009 |
| Send out letter on first ranked firm..... | December 2009 |
| Negotiations..... | January 2009 |
| Send out Letter of Intent to Award to All Proposers .. | January/February 2009 |
| SFMTA Board Approval of Contract Award | February 2009 |
| Civil Service Commission Approval | March 2009 |
| Board of Supervisors Approval | March 2009 |
| City Controller Certification of Funds | March 2009 |
| Notice to Proceed | March 2009 |



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VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

6.1 Validity of Proposal/Errors and Omissions in RFP/Requests for Information or Clarification

The proposals (including cost proposal) shall be valid for at least 180 calendar days from the last date proposals are due at the SFMTA.

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 errors in the RFP. Any such notification should be directed to SFMTA promptly after discovery, but in no event later than fifteen (15) calendar days prior to the date for receipt of proposals. Modifications and clarifications, where required, will be made by addenda as provided below.

Questions regarding this RFP should be addressed in writing to:

Mr. Mario Gallardo
Contract Management Office
SFMTA Transportation Planning and Development Division
One South Van Ness Avenue, 3rd Floor
San Francisco, California 94103
(415) 701-4300 fax

Questions sent via facsimile transmission are acceptable; however, it is the responsibility of the sender to ensure that the transmission was sent properly. SFMTA will send responses in writing, along with all the questions received, to all official recipients of this RFP. All questions must be received by SFMTA no later than 5:00 pm fifteen (15) days prior to the proposal due date. SFMTA may or may not respond to questions received after that time.

6.2 Addendum / Addenda

SFMTA may modify the RFP prior to the proposal due date by issuing written addenda.

Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with SFMTA as having received a copy of the RFP for proposal purposes. SFMTA will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer must be responsible for ensuring 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 proposers call SFMTA to verify, prior to submitting a proposal, whether an addendum or addenda have been issued.

For information, call Mr. Mario Gallardo at (415) 701-4348.

6.3 Revisions to Proposals

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 written or oral clarification of its proposal. SFMTA reserves the right to make an award without further clarifications of proposals received.

6.4 Reservation of Rights by City

SFMTA reserves the right to cancel this RFP at any time without liability prior to execution of the contract. The issuance of this RFP does not constitute an agreement by the City and SFMTA that any contract will actually be entered into by the City and/or SFMTA. The City and SFMTA expressly reserves the right, at any time, to:

- A. Waive any defect or informality in any response, proposal, and proposal procedure;
- B. Reject any or all proposals;
- C. Accept any proposals in whole or in part;
- D. Reissue a Request for Proposals;
- E. 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;
- F. Procure any service specified in this RFP by any other means; or
- G. Determine that no project/contract will be pursued.

SFMTA will be the sole judge as to which proposal is best and, in ascertaining the best proposal, will take into consideration each Proposer's financial resources, reputation,

experience in similar situations and facilities for providing the services requested.

6.5 Award and Certification Required

In accordance with San Francisco Administrative Code Chapter 21, no proposal may be accepted and no contract in excess of \$100,000 may be awarded by the City and County of San Francisco until such time as (a) the Executive Director/CEO recommends the Contract for award and (b) the San Francisco Municipal Transportation Agency adopts a resolution awarding the Contract. Under Charter Section 9.118(b), the Board of Supervisors must approve contracts with anticipated expenditures in excess of \$10,000,000. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

6.6 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 Department 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.

6.7 Errors and Omissions in Proposal

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

6.8 Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this RFP. Submissions in response to this RFP (with exception of the cost proposals of those Proposers not selected) will become the property of the City and may be used by the City in any way deemed appropriate.

6.9 Small Business Enterprise (SBE)/Non-Discrimination Requirements

The following information is provided to assist Proposers in the preparation of proposals. Please also see Appendix 2 for a description of SFMTA's SBE Program, along with all forms required for submittal of proposals and for use by Proposers.

A. Policy

The SFMTA is committed to a Small Business Enterprise Program ("SBE Program") for the participation of SBEs in contracting opportunities. The SFMTA is also committed to compliance with the federal regulations in 49 CFR Part 26,

issued March 4, 1999, as amended from time to time (the "Regulations"). The Regulations are incorporated into this SBE Program as though fully set forth herein. It is the intention of the SFMTA to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of the SFMTA.

B. Questions

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

Mr. Mario Gallardo
Contract Management Office
SFMTA Transportation Planning and Development Division
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103
Telephone: (415) 701-4348

C. Non-Discrimination in Employment

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

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

D. SBE Goal

The Contract Compliance Office has established a 26 percent SBE participation goal for this contract. Small business firms may qualify for this Program by enrollment in either the State of California's Small Business Program, the federal DBE Program, or the City and County of San Francisco's LBE Program. SBE goal applies to the following types of contracts or scope of work in the contract: Construction – Building, Heavy; Construction – Dredging and surface Cleanup; Construction (specialty trades); General Freight Trucking; Hazardous Waste Collection, Trucking; Remediation; Testing Labs; Computer Programming and Design; Architecture and Engineering Services; Surveying and Mapping; Drafting (design services); Landscape Architecture; Building Inspection; Machinery and Equipment Rental (construction); Merchant Wholesalers, Durable Goods; Public Relations; and Telecommunications.

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

6.10 Nondiscrimination In City Contracts-Benefits Ordinance

- A. Chapter 12B and 12C of the Administrative Code are incorporated by reference as though fully set herein. Chapter 12B and 12C prohibit discrimination by city contractors in employment, the use of property and the provision of employee benefits.
1. Please refer to Appendix 7 regarding the Non-discrimination Program mandated by Chapter 12B of the San Francisco Administrative Code. Documentation regarding Chapter 12B and 12C compliance must be on file with or submitted to the CCSF Human Rights Commission (HRC). For further information, contact Mr. Yong K. Lee at (415) 252-2514.
 2. The selected Proposer must agree to abide by the following standard contract provisions regarding Chapter 12B and 12C.
- B. Nondiscrimination; Penalties
1. Contractor Shall Not Discriminate. In the performance of this contract, Contractor 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 Contractor, in any of Contractor'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 Contractor.
 2. Subcontracts. Contractor shall incorporate by reference in all subcontractors the provision 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. Contractor's failure to comply with obligations in this subsection shall constitute a material breach of this Agreement.
 3. Nondiscrimination in Benefits. Contractor does not as of the date of

this Agreement and will not during the term of this 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, Contractor must execute the “Nondiscrimination in Contracts and Benefits” form and secure the approval of the form by the SF Human Rights Commission.
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 this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under Chapter 12B and 12C of the Administrative Code, including but not limited to remedies provided in such Chapters. Without limiting the foregoing, Contractor 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 Contractor and/or deducted from any payment due Contractor.

6.11 San Francisco Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, Proposers' 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.

6.12 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 San Francisco Administrative Code, the Proposer must comply with the reporting requirements of that Chapter. 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 must also describe the disposition of each complaint. If no such complaints were filed, the Proposer must include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submission shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

6.13 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 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 that 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 of the S.F. Campaign and Governmental Conduct Code may result in the following criminal, civil, or administrative penalties:

- 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.
- 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.
- Administrative: Any person who intentionally or negligently violates section 1.126 may be held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, contact the San Francisco Ethics Commission at (415) 554-9510.

6.14 Resource Conservation

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

6.15 San Francisco Business Tax Certificate

San Francisco Ordinance No. 345-88 requires that, in order to receive an award, a firm located in San Francisco or doing business in San Francisco must have a current Business Tax Certificate. Since the work contemplated under the proposed Agreement will be performed in San Francisco, a San Francisco Business Tax Certificate will be required. The Business Tax Declaration (Appendix 4) should be completed and submitted with the proposal.

6.16 Certification Regarding Lobbying

All prospective proposers are required to complete and submit along with their proposals, the certification form in Appendix 6 regarding lobbying. The same certification shall be obtained and submitted from all lower tier participants (Sub-proposers, suppliers) with work greater than \$100,000.

6.17 Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions (Third Party Contracts over \$25,000)

This contract is covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are

excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the San Francisco Municipal Transportation Agency ("SFMTA"). If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.18 Notification of Limitations on Contributions

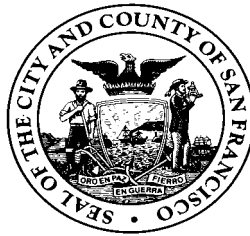
This paragraph applies if your proposal exceeds \$50,000 over a 12-month period or less and is for: (1) personal services; or (2) the selling or furnishing of any material, supplies or equipment; or (3) any combination of personal services and the selling or furnishing of any material, supplies or equipment. San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 *et. seq.*, and San Francisco Ethics Commission Regulations 3.710(a)-1 – 3.730-1, prohibit the public officials who have discretion to approve and do in fact approve this contract from receiving: (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of \$50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are defined as: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

A party to any contract awarded under this solicitation must acknowledge that it understands that any public official who approves this contract may not accept campaign contributions, gifts, or future employment from the Contractor except as provided under the Conduct Code. The contractor must agree to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract.

Upon request, the contractor must further agree to furnish, before the contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code. Upon request, the City will agree to provide, before the contract is entered into, a list of public officials who, under the Conduct Code, approve the contract to the contractor. Failure of any public official to abide by the Conduct Code will not constitute a breach by either the contractor or the City of the contract. Neither party to the contract will have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.

6.19 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.



REQUEST FOR PROPOSALS
FOR
AGENCY CAPITAL PROGRAM CONTROLS SYSTEM
PROCUREMENT AND RELATED SUPPORT SERVICES

VII. CITY CONTRACT REQUIREMENTS

7.1 AGREEMENT FOR PROFESSIONAL SERVICES

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 3. 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 City, 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 the Minimum Compensation Ordinance (§43 in the Agreement), the Health Care Accountability Ordinance (§44 in the Agreement), and the First Source Hiring Program (§45 in the Agreement), as summarized in paragraphs B, C, D below.

7.2 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 contractual requirements of the MCO, see § 43 of the Form Agreement appended to this RFP.

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.

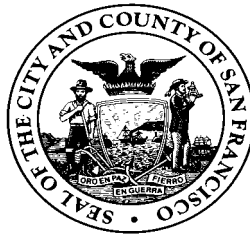
7.3 HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)

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. Proposers 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.

7.4 FIRST SOURCE HIRING PROGRAM

If the contract is more than \$50,000, then Administrative Code Chapter 83, the First Source Hiring Program (FSHP), 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.

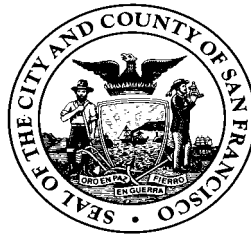
Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/moed/fshp.htm.



REQUEST FOR PROPOSALS
FOR
AGENCY CAPITAL PROGRAM CONTROLS SYSTEM
PROCUREMENT AND RELATED SUPPORT SERVICES

VIII. PROTEST PROCEDURES

Any protest must be in conformance with the Protest Procedures as detailed in Appendix 5.

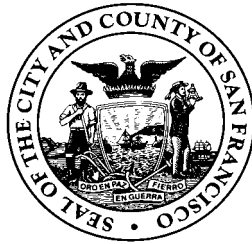


REQUEST FOR PROPOSALS
FOR
AGENCY CAPITAL PROGRAM CONTROLS SYSTEM
PROCUREMENT AND RELATED SUPPORT SERVICES

IX. APPENDICES

The following appendices accompany this Request for Proposals (RFP) and are incorporated thereto by reference.

| | |
|-------------|---|
| Appendix 1 | SFMTA Form PM3 |
| Appendix 2 | Small Business Enterprise (SBE) Program for Professional and Technical Services for Federally Funded Projects |
| Appendix 3 | Form of Agreement: City and County of San Francisco Professional Services Contract Agreement |
| Appendix 4 | Business Tax Registration Declaration |
| Appendix 5 | Protest Procedures For the Bidding and Award of Federally Assisted Third Party Contracts |
| Appendix 6 | Certification Regarding Lobbying |
| Appendix 7 | San Francisco Administrative Code, 12Band12C Declaration Form |
| Appendix 8 | Attestation of Compliance |
| Appendix 9 | Available References |
| Appendix 10 | CS156 Forms |



Appendix 1

SFMTA Form PM3

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|-----------------------|----------------------|----------------------------|----------------------|--|------------------|------------------|--------------------------------|-------|--------------------------|------------------|--------------------------|-------|-----------------------|--------------------|-----------------------|-------|-------------------------------|--------------------------|-----------------------------|-------|-----------------|----------------------------|----------------------------|-------|------------------|----------------------------|-----------------|-------|------------------|------------------------|--------------------------------|-----------------------|
| SFMTA FORM PM 3 Related Services For Specific Project | 1. Project Name/Location for which Firm is Filing: | 2. Year Present Firm Established: | 3. Date Prepared: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 4. Type of ownership: 4a. Minority Owned yes <input type="checkbox"/> no <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Firm (or Joint-Venture) Name & Address: 1a. Submittal is for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office | | 5. Name, Title & Telephone Number of Principal to Contact 5a. Address of office to perform work, if different from Item 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Name of Parent Company, if any: | | 6a. Former Firm Name(s), if any, and Year (s) Established: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Present Offices: City/State/Telephone No./Personnel Each Office 7a. Total Personnel _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. Personnel by Discipline: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">_____ Administrative</td> <td style="width: 33%;">_____ Electrical Engineers</td> <td style="width: 33%;">_____ Oceanographers</td> <td style="width: 33%;"></td> </tr> <tr> <td>_____ Architects</td> <td>_____ Estimators</td> <td>_____ Planners: Urban/Regional</td> <td>_____</td> </tr> <tr> <td>_____ Chemical Engineers</td> <td>_____ Geologists</td> <td>_____ Sanitary Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Civil Engineers</td> <td>_____ Hydrologists</td> <td>_____ Soils Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Construction Inspectors</td> <td>_____ Interior Designers</td> <td>_____ Specification Writers</td> <td>_____</td> </tr> <tr> <td>_____ Draftsman</td> <td>_____ Landscape Architects</td> <td>_____ Structural Engineers</td> <td>_____</td> </tr> <tr> <td>_____ Ecologists</td> <td>_____ Mechanical Engineers</td> <td>_____ Surveyors</td> <td>_____</td> </tr> <tr> <td>_____ Economists</td> <td>_____ Mining Engineers</td> <td>_____ Transportation Engineers</td> <td>_____ Total Personnel</td> </tr> </table> | | | | _____ Administrative | _____ Electrical Engineers | _____ Oceanographers | | _____ Architects | _____ Estimators | _____ Planners: Urban/Regional | _____ | _____ Chemical Engineers | _____ Geologists | _____ Sanitary Engineers | _____ | _____ Civil Engineers | _____ Hydrologists | _____ Soils Engineers | _____ | _____ Construction Inspectors | _____ Interior Designers | _____ Specification Writers | _____ | _____ Draftsman | _____ Landscape Architects | _____ Structural Engineers | _____ | _____ Ecologists | _____ Mechanical Engineers | _____ Surveyors | _____ | _____ Economists | _____ Mining Engineers | _____ Transportation Engineers | _____ Total Personnel |
| _____ Administrative | _____ Electrical Engineers | _____ Oceanographers | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Architects | _____ Estimators | _____ Planners: Urban/Regional | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Chemical Engineers | _____ Geologists | _____ Sanitary Engineers | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Civil Engineers | _____ Hydrologists | _____ Soils Engineers | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Construction Inspectors | _____ Interior Designers | _____ Specification Writers | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Draftsman | _____ Landscape Architects | _____ Structural Engineers | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Ecologists | _____ Mechanical Engineers | _____ Surveyors | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ Economists | _____ Mining Engineers | _____ Transportation Engineers | _____ Total Personnel | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| 9. Brief Resume of Key Persons, Specialists, and Individual Consultants Anticipated for the Project | |
|---|--|
| a. Name & Title: | a. Name & Title: |
| b. Project Assignment: | b. Project Assignment: |
| c. Name of Firm with which associated: | c. Name of Firm with which associated: |
| d. Years experience: With This Firm____ With Other Firms____ | d. Years experience With this Firm:____ With Other Firms____ |
| e. Education: Degree(s)/Years/Specialization | e. Education: Degree(s)/Years/Specialization |
| f. Active Registration: Year First Registration/Discipline: | f. Active Registration: Year First Registration/Discipline: |

g. Other Experience and Qualifications relevant to the proposed project::

g. Other Experience and Qualifications relevant to the proposed project:

10. Outside Key Consultants/Associates Anticipated for this Project (Attach PM3 for Consultants/Associates Listed, if not already on file with the SFMTA)

| Name & Address | Specialty | Worked with Prime before (Yes or No) |
|----------------|-----------|--------------------------------------|
| 1) | | |
| 2) | | |
| 3) | | |
| 4) | | |
| 5) | | |

| | | |
|----|--|--|
| 6) | | |
| 7) | | |
| 8) | | |
| 9) | | |

11. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project (Attach additional sheets if more space is needed)

12. If submittal is by Joint-Venture, list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm:
(Attach PM3 for each if not on file with SFMTA)

13. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project (Attach additional sheets if more space is needed)

14. If submittal is by Joint-Venture, list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm:
(Attach PM3 for each if not on file with SFMTA)

15. Work by Firm or Join Venture which Best Illustrates Current Qualifications Relevant to this Project (List not more than 10 projects)

| a. Project Name & Location | b. Nature of Firm's Responsibility Responsible Individual | c. Owner's Name & Address | Completion Date (Actual or Estimated) | e. Estimated Cost (In thousands) Entire Project work for which firm was/is responsible | |
|----------------------------|--|---------------------------|--|---|--|
| 1) | | | | | |
| 2) | | | | | |
| 3) | | | | | |
| 4) | | | | | |

| | | | | | |
|---|--|--|--|--|-------------|
| 5) | | | | | |
| 6) | | | | | |
| 7) | | | | | |
| 8) | | | | | |
| 9) | | | | | |
| 10) | | | | | |
| 11) | | | | | |
| 12) | | | | | |
| The foregoing is a statement of facts. Signature: _____ Typed Name and Title _____ | | | | | Date: _____ |



Appendix 2

Small Business Enterprise (SBE) Program for Professional and Technical Services for Federally Funded Projects

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

REQUEST FOR PROPOSALS (RFP)

FOR

**CS-156: Agency Capital Program Controls System
Procurement and Related Support Services
of the Central Subway Project
CCO NO. 09-1104**

FTA FUNDED

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Appendix 2

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

**AGENCY CAPITAL PROGRAM CONTROLS SYSTEM PROCUREMENT AND RELATED SUPPORT
SERVICES**

FOR FEDERALLY-FUNDED PROJECTS

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

**AGENCY CAPITAL PROGRAM CONTROLS SYSTEM PROCUREMENT AND RELATED SUPPORT
SERVICES**

FOR FEDERALLY-FUNDED PROJECTS

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

**AGENCY CAPITAL PROGRAM CONTROLS SYSTEM PROCUREMENT AND RELATED SUPPORT
SERVICES**

FOR FEDERALLY-FUNDED PROJECTS

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SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Small Business Enterprise Program Requirements

AGENCY CAPITAL PROGRAM CONTROLS SYSTEM PROCUREMENT AND RELATED SUPPORT SERVICES

POLICY

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

A. APPLICABILITY

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

B. Objectives

The objectives of this program are to:

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

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

C. Administration of Program

The Executive Director/CEO of the SFMTA is responsible for adherence to this policy. The Contract Compliance Office (CCO) shall be responsible for the development, implementation and monitoring of this program. All SFMTA personnel shall adhere to the provisions and the spirit of the program.

D. Prohibited Discrimination

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

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

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

E. Non-Discrimination in Employment

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

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

DEFINITIONS

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

A. Small Business Enterprise (SBE)

An SBE is a for-profit, small business concern with a three (3) year average gross revenue not exceeding \$12 million dollars and is certified under any of the following programs: the State of California's Small Business Program with the Department of General Services ("State Program"), the City and County of San Francisco's LBE Program ("City Program"), or the California Unified Certification Program ("Federal DBE program").

B. Contractor

The term "Contractor" includes consultants.

III. SBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. SBE Participation Goal

The Contract Compliance Office has established a twenty six percent (26%) Small Business Enterprise participation goal for this contract. Small business firms may qualify for this program by enrollment in either the State of California's Small Business Program with the Department of General Services ("State Program"), the California Unified Certification Program with a U.S. Department of Transportation recipient ("Federal DBE program"), or the City and County of San Francisco's LBE program with the Human Rights Commission ("City Program"). This SBE goal will apply to the following types of contracts or scope of work in the contract: Architecture & Engineering Services (to include professional and technical services), Computer Programming and Design, Drafting (design services); Landscape Architecture; Building Inspection; Public Relations; Telecommunications; Merchant Wholesalers, Durable Goods, and Machinery and Equipment Rental (construction) ("SBE Work".)

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

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

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

- Certified Disadvantaged Businesses Enterprises ("Federal DBE Program")
<http://www.dot.ca.gov/ucp/GetLicenseForm.do> (or
http://www.dot.ca.gov/hq/bep/dbe_query.htm)
- Certified Small Businesses Enterprises ("State Program")
<http://www.bidsync.com/DPXBisCASB>
- For Certified HRC Local Business Enterprises ("City Program")
http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm

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

B. SBE Income Thresholds For Certain Types of Contracts

The total average gross revenue thresholds for the past three years for the types of SBE work listed in Section III.A. above is \$12 million.

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

C. SBE Participation

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

1. Nature of SBE Participation

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

2. Function

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

3. Determining the Amount of SBE Participation.

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

a. SBE Prime Consultant

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

b. SBE Subconsultant

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

c. SBE Joint Venture Partner

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

d. SBE Regular Dealer

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

e. Other SBEs

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

f. Materials or Supplies

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

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

character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

D. Meeting the SBE Participation Goal

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

E. Submission of Certification for SBEs

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

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

San Francisco Municipal Transportation Agency (SFMTA)
Contract Compliance Office
One South Van Ness Avenue, 3rd Floor
San Francisco, California 94103
(415) 701-4436
Attn: Sheila Evans-Peguese, CCO Certification Unit

Firms that wish to be certified as DBEs can obtain DBE certification applications from SFMTA at the above address. Completed DBE certification applications can be returned to SFMTA or another certifying agency. Certification applications can be obtained by downloading from website 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.

State Program:

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

City Program:

Human Rights Commission
25 Van Ness Ave. #800
San Francisco, CA 94102
Attn: Certification Unit
(415) 252-2500
http://www.sfgov.org/site/sfhumanrights_page.asp?id=45141

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

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

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

Number of Trainees

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

- B. The intent of this Architectural and Engineering Trainee Program is to provide technical training and job opportunities in a professional office environment for economically disadvantaged individuals as on-the-job trainees. These training opportunities will be executed through the duration of this contract. In hiring prospective trainee, the Consultant shall comply with the non-discrimination provisions pursuant to local, state and federal laws.
- C. Trainees shall be obtained through First Source Hiring Program. Outreach should be done to include individuals from the communities that have experienced high rates of unemployment. A list of the designated resources may be obtained from SFMTA.
- D. The Architectural and Engineering Trainee Program consists of participation of individuals as on-the-job trainees based on the project cost. The trainee program will be implemented by the Consultant for this project. The individuals will be hired as regular employees of the firms(s) and shall receive any benefits that they may be entitled to under State labor laws.
 1. The trainee must be hired in a discipline related to Architectural and Engineering services or meaningful support or technical position by the Consultant.
 2. No existing employee may be counted towards meeting the trainee goal. However, the new trainees can be part of the pool of new employees that the Consultant may have to hire anyway for a new project of this magnitude and therefore need not be an "extra" cost to the Consultant or to the City.

3. The Consultant may utilize trainees on other projects it has within San Francisco Bay Area, where trainees can execute work for other projects after the effective date of the Notice to Proceed.
 4. The Consultant is responsible for providing On-The-Job Training (OJT). The Consultant shall hire the trainee on a full-time basis for at least 12 months or on part-time basis for 24 months, offering him/her OJT, which allows the trainee to progress on a career path. The Consultant may hire the trainee(s) for the duration of the project.
 5. The Consultant should submit to SFMTA for approval a job description and summary of the training program for each trainee, with the proposed rate of pay (commensurate with the job requirements).
 6. A trainee qualified in this program is defined as a socially and economically disadvantaged individual who:
 - a. Is unemployed, has a history of unemployment, or who is currently in a job training program; and
 - b. Will receive training in a non-trade discipline associated with the Architectural and Engineering industry.
 7. The term “socially and economically disadvantaged individual” shall have the meaning, as the term is defined in 49 CFR Section 26.5, and shall also include persons with disabilities.
 8. The Consultant shall provide the necessary tools and/or office equipment (i.e., computers, desks and chairs) for trainees to perform the assigned duties. The Consultant shall provide travel costs if the individual has to travel 50 miles or more from his/her assigned work site for the purpose of getting the job done.
 9. The Consultant shall design a training program specifically for the trainee. The program shall include, but not be limited to company’s personnel policy procedures manual, benefit package and OJT duties and responsibilities. The trainees are not permitted to work in trade positions performing covered work.
 10. The Consultant can replace a trainee if there is documentation to demonstrate that the trainee did not perform satisfactorily the key requirements as identified in the job descriptions. The Consultant can apply the time accumulated by the original trainee toward satisfying the contract requirement.
 11. The Consultant shall provide SFMTA within thirty (30) working days of Notice to Proceed, the following information in order to expedite time in securing the appropriate person to participate during the project.
 - a. Indicate number of trainees to be hired. The hiring of trainees can be phased in over a period of time.
 - b. Provide the name and telephone number of Consultant’s contact person.
 - c. The Consultant shall provide a job description used to recruit the trainee(s). Indicate the specific skills/disciplines for the job.
 - d. A college degree is not a requirement for a trainee and the job description should so indicate.
- E. The Consultant shall submit to SFMTA on a monthly basis a Workforce information report on the status of the trainees.

- F.** The SFMTA Contract Compliance Office will monitor the contract trainee requirements for compliance.
- G.** The Consultant agrees that the City may withhold pending and future progress payments should the Consultant not demonstrate good faith efforts toward satisfying the required number of trainee hours.
- H.** The Consultant Team is responsible for sponsoring the trainee(s). Each team member's contribution toward the cost of a trainee should be based on the contract percentage amount received.

V. EVALUATION OF PROPOSALS

A. CCO Evaluation

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

1. Evaluation of Proposals

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

2. Determination of Amount of SBE Participation

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

3. Evaluation of SBE Certification Status

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

The SBE threshold for consultants and subconsultants is \$12 million. The SBE consultant and listed SBE subconsultants or suppliers must declare under penalty of perjury under the laws of the State of California that its total average gross revenues for the past three years are equal to or below the \$12 million threshold (see SFMTA SBE FORM 2B).

4. Good Faith Efforts

If the amount of SBE participation does not meet the SBE goal, the CCO shall review the good faith efforts report (SFMTA SBE Form No. 2) submitted by the proposer with its proposal. A proposer must submit a report explaining the steps taken and the reasons the efforts were not successful to obtain SBE participation. 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 SBE goal.

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

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

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified SBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the SBEs to respond to the solicitation. The proposer must determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.
- b. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goal(s) will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
- c. Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. (i) Negotiating in good faith with interested SBEs. It is the proposer's responsibility to make a portion of the work available to SBE subconsultants and suppliers and to select those portions of the work of material needs consistent with the available SBE subconsultants and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBEs to perform the work.

- (ii) A proposer using good business judgment would consider a number of factors in negotiating with subconsultants, including SBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a proposer's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.
- e. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.
- f. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- g. Effectively using the services of available small business community organizations; small business consultants' groups; local, state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.

B. Recommendation for Award of Contract

1. SFMTA CCO's Recommendation for Award

The CCO shall review all of the information submitted by proposers to determine a recommendation to the Executive Director/CEO 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.

Following the determination of the highest-ranked proposer, the CCO will prepare a report on the proposer's compliance with the SBE Program requirements for submission to the SFMTA Board of Directors or other awarding authority. SFMTA will follow the award of contract and protest procedures described in the Request for Proposals.

C. Successful Proposer

Substitution of Subconsultants and Suppliers

The Consultant shall not terminate an SBE subconsultant or supplier for convenience and then perform the work with its own forces. The Consultant must make good faith efforts to substitute another SBE for an original SBE subconsultant or supplier when the original SBE subconsultant or supplier is terminated or fails to complete the work on the contract. The Consultant shall notify SFMTA in writing of any request to substitute an SBE 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 SFMTA Board of Directors.

2. Addition of Subconsultants and Suppliers

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

3. Prompt Payment to Subconsultants

In accordance with SFMTA's SBE Program, no later than three (3) working days from the date of Consultant's receipt of progress payments by the City, the Consultant shall pay any subconsultants for work that has been satisfactorily performed by said subconsultants, unless the prime consultant notifies 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 Consultants.

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

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

4. Reporting Requirements

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

D. Administrative Remedies**1. Monitoring SBE Participation**

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

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

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

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

2. Enforcement Mechanisms**a. Reporting to DOT**

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

e. Confidentiality

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

VI. SUBMISSION OF FORMS AND INSTRUCTIONS**A. Required Forms**

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

| | FORMS SUBMITTED WITH PROPOSAL | |
|-----------------------|--|----------------------|
| SFMTA SBE Form No. 1 | Consultant/Joint Venture Partner and Subconsultant Participation Report | SBE – 18 |
| SFMTA SBE Form No. 2 | SBE Consultant/Subconsultant – Good Faith Efforts | SBE – 19 |
| SFMTA SBE Form No. 2A | Bidders List | SBE – 21 |
| SFMTA SBE Form No. 2B | SBE Consultant/Joint Venture Partner/Subconsultant Gross Revenue Declaration | SBE – 22 |
| SFMTA SBE Form No. 3 | Questionnaire on Recruitment, Hiring, and Training Practices for Consultants | SBE – 23 |
| SFMTA SBE Form No. 4 | Subconsultant Participation Declaration | SBE – 29 |
| SFMTA SBE Form No. 5 | Small Business Enterprise Acknowledgment Declaration | SBE – 30 |
| SCHEDULE B | Joint Venture Participation Form | From CCO, if needed. |
| | FORMS SUBMITTED POST AWARD | |
| SFMTA SBE Form No. 6 | Progress Payment Report | SBE – 32 |
| SFMTA SBE Form No. 7 | Subconsultant Payment Declaration | SBE - 34 |
| SFMTA SBE Form No. 8 | Declaration – Modification of Professional Service Contracts | SBE - 36 |
| SFMTA SBE Form No. 9 | Consultant Exit Report and Declaration | SBE - 38 |

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

B. FORMS SUBMITTED WITH PROPOSAL:

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

☐ **SFMTA SBE FORM No. 1 - CONSULTANT/JOINT VENTURE AND SUBCONSULTANT PARTICIPATION REPORT**

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

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

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

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

☐ **SFMTA SBE FORM No. 2A - BIDDERS LIST**

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

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

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

An SBE consultant/joint venture partner and listed SBE subconsultants or suppliers, including lower tier subconsultants or suppliers, must complete this form. The prime shall collect the completed forms and submit them with its proposal on the proposal due date. The SBE consultant and listed SBE subconsultants or suppliers will need to submit this form declaring, under penalty of perjury, that their total average gross revenues for the past three years are equal to or below the \$12-million income threshold for the specific category of the contract.

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

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

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

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

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

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

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

☐ **Schedule B - Joint Venture Participation Form** (If applicable)

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

C. FROMS SUBMITTED POST AWARD

☐ **SFMTA SBE FORM NO. 6 - PROGRESS PAYMENT REPORT**

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

☐ **SFMTA SBE FORM No. 7 - SUBCONSULTANT PAYMENT DECLARATION**

Consultant shall complete SFMTA SBE 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: This form shall provide evidence that the Consultant has complied with the prompt payment provisions of the Contract.

☐ **SFMTA SBE 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.

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

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

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

PROPOSER _____

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

SFMTA SBE FORM No. 2

SBE CONSULTANT/SUBCONSULTANT PARTICIPATION – GOOD FAITH EFFORTS

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

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

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

| | |
|--|---|
| Contract Number: _____ Proposer's Name: _____ | Contract Name: _____ CCO Staff Assigned: _____ |
|--|---|

Please supply the following information:

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

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

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

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

a. List the names of rejected SBEs:

b. Summarize below discussions and/or negotiations:

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

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

7. If insurance is a reason for rejecting any potential SBE, a complete explanation must be provided as follows.

a. List the names and phone numbers of insurance firms contacted by the proposer and/or other involved parties:

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

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

| | | | |
|-------------------------|-------|---------------|-------|
| Signature of Proposer | _____ | Date: | _____ |
| Print Name of Proposer: | _____ | Phone Number: | _____ |
| Name of Company: | _____ | email: | _____ |
| Address, City, ST, Zip: | _____ | | _____ |

SFMTA SBE FORM No. 2A
BIDDERS LIST

(Supply the following information for all firms bidding or quoting on this contract. If any information is not included, specify reason why you could not obtain the information.)

PROPOSER'S NAME: _____

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

SFMTA SBE FORM No. 2B

**SBE CONSULTANT/JOINT VENTURE PARTNER/SUBCONSULTANT GROSS REVENUE
DECLARATION****(To be completed by SBE ConSULTANT/Joint Venture Partner/SubconSULTANT)**

An SBE consultant and every listed SBE subconsultant or supplier, including lower tier subconsultants, must submit the completed declarations to the Prime Consultant. The Prime Consultant shall submit completed declarations with its proposal to the Contract Compliance Office. In order to be counted towards the SBE goal, the SBE must declare, under penalty of perjury, that its total average gross revenues for the past three years are equal to or below the \$12 million threshold.

Contract Number: _____ Contract Title: _____

SECTION I

Name: _____ Vendor Number: _____

Address: _____

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

SECTION II**(Check Ownership and Certification Type check all that apply)**

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> DBE (Issued by Calif. Unified Certification Prog.) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> SBE (Issued by Calif. Dept. of General Services) |
| <input type="checkbox"/> Corporation, s-Corp, LLC | <input type="checkbox"/> LBE (Issued by SF Human Rights Commission) |

DECLARATION

The undersigned declares under penalty of perjury under the laws of the State of California that its total average gross revenues for the past three years are equal to or below the \$12 million threshold.

Name and Title (Print)_____
Signature_____
Date

PROPOSER: _____

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

SFMTA FORM No. 3

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

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

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

Name of Company: _____

Address: _____

Location of Company Workforce (Check one):

_____ San Francisco

_____ Other Location, provide address:

- _____

1. Name, title, telephone number of company official at the establishment who is responsible for recruitment and hiring and who will provide information concerning this matter.
 2. Name, title, and telephone number of senior managing official at the establishment if not the person named in the answer to question 1.
 3. Describe briefly the basic business activity at the establishment (i.e., identify the product produced or the services performed.)
 4. Describe briefly how employees at various levels are hired (see Workforce Breakdown #8).

A. Technicians and/or others.

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

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

-- Participation in training programs.

-- Participation in apprenticeship programs.

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

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

-- Participation in scholarship fund.

-- Participation in clerical training programs.

-- Participation in "other" programs.

6. If minorities and/or women are underutilized explain steps to ensure the firm is not discriminating.
7. Describe joint ventures or subconsulting arrangements in past projects. If there is a company policy on this issue, include it.
8. Complete workforce breakdown. (Separate form, Page SBE-27.)
- 8a. Hires in last 12 months. (Complete separate form, Page SBE-28.)

SFMTA SBE FORM NO. 3

Workforce Data SPREADSHEET #1

8. Please fill out this workforce breakdown

Name of firm: _____

Address: _____

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

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.

SFMta SBE FORM NO. 3

WORKFORCE DATA SPREADSHEET #2

8a. Hires in last 12 months

Name of firm: _____

Address: _____

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

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 _____

SFMTA SBE FORM No. 4

SBE SUBCONSULTANT PARTICIPATION DECLARATION

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

_____,
(Name and Title)

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

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

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

| Name and Address of SBE | Type of SBE Certification | Lic.# | Gender | | Ethnicity | Type of Work (Describe) | % and/or \$ Amount of Contract |
|-------------------------|---------------------------|-------|--------|---|-----------|-------------------------|--------------------------------|
| | | | M | F | | | |
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Total dollar value of SBE work: \$ _____ = _____ % of SBE Participation
Total dollar value of Proposal Price \$ _____ 100%

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

Owner or Authorized Representative (Signature)

Dated: _____

PROPOSER: _____

SFMTA SBE FORM No. 5

SMALL BUSINESS ENTERPRISE ACKNOWLEDGMENT DECLARATION

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

(Owner or Authorized Representative and Title)

declares that _____ will award
(Name of Prime Consultant)

_____ [(%) percent and/or (\$) amount], of subcontract or

_____ [(%) percent and/or (\$) amount] of a purchase order of the total value of the
prime contract to _____ (Name of your firm).

License No. _____. **Type of SBE Certification:** _____

Nature of work to be performed by SBE: _____

FORM OF OWNERSHIP FOR SMALL BUSINESS ENTERPRISE

Sole Proprietorship _____ Partnership _____ Joint Venture _____ Corporation _____

Limited Liability Partnership _____ Limited Liability Corporation _____

LIST OWNERS

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Percentage of SBE Stockholders: _____

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

LIST INSURANCE POLICIES AND BONDING ARRANGEMENTS

Name of Policy _____ Party Insured _____

Name of Policy _____ Party Insured _____

Name of Policy _____ Party Insured _____

For Prime Consultants and Subconsultants Only:

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

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

For Suppliers or Manufacturers Only:

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

20_____ Number_____, 20_____ Number_____, 20_____ Number_____

ADDITIONAL SUBCONTRACTING BY SUBCONSULTANTS:

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

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

Indicate owners' ethnicity and gender _____

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

Owner/Authorized Representative (Signature)

Name & Title (Please Print)

Address

Telephone No.

END OF SFMTA SBE FORM NO. 5

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

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

TRANSMITTAL To: Project Manager Copy: 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): _____

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

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

Page 2 of 2
END OF SFMTA SBE FORM No. 6

**SFMTA SBE FORM No. 7
SUBCONSULTANT PAYMENT DECLARATION**

(To be completed and submitted by Consultant, including all joint venture partners, if any, and submitted to the Contract Compliance Office within 5 working days following actual payment to subconsultant. Payments to subconsultant shall be made no later than 3 working days following receipt of progress payment from the City).

TRANSMITTAL TO: Contract Compliance Office

COPY TO: Project Manager

From: Prime Consultant: _____ Date Transmitted: _____

Provide the following information for each progress payment received from SFMTA. Use additional sheets to include complete payment information for all subconsultants and vendors utilized on this Contract including each joint venture partner. Failure to submit all required information may lead to partial withholding of progress payment.

Contract No.: _____ Contract Title: _____

Contract Awarding Department: _____

Progress Payment No.: _____ Period Ending: _____

Amount Received: \$ _____ Date: _____ Warrant/Check No.: _____

| Prime JV/Subconsultant/ Vendor Name | Business Address | Amount Paid | Payment Date | Check Number |
|--|-------------------------|------------------------|---------------------|-------------------------|
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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)

Name (Please print/type)

Title (Please print/type) Date

Firm Name

Telephone Fax

Owner/Authorized Representative (Signature)

Name (Please print/type)

Title (Please print/type) Date

Firm Name

Telephone Fax

SFMTA SBE 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: | \$ | SBE GOAL: |
| CONTRACT MODIFICATION AMOUNT: | \$ | |
| CONSULTANT: | | |
| CONTACT PERSON: | | PHONE: |
| ADDRESS: | | |
| CITY: | STATE: | ZIP CODE: |

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

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

SFMTA SBE FORM No. 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 SFMTA SBE FORM No. 8

SFMTA SBE FORM No. 9

CONSULTANT EXIT REPORT AND DECLARATION

To be completed by Consultant, including all joint venture partners if any, 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 SFMTA SBE Form 9, Page 2 and have it executed by all SBE joint venture partners and all subconsultants.

Reporting Date: _____

I/We declare under penalty of perjury under the laws of the State of California, that the information on Page 2 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within forty (40) days after the date of SFMTA's final payment under the Contract.

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

Owner/Authorized Representative (Signature)

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

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Telephone Fax

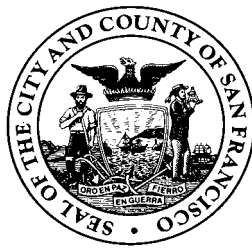
() ()

Telephone Fax

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

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

END OF SFMTA SBE FORM No. 9



Appendix 3

Form of Agreement City and County of San Francisco Professional Services Contract Agreement

**Agreement between the City and County of San Francisco
and**

**for Agency Capital Program Controls System
Procurement and Related Support Services**

**for
the San Francisco Municipal Transportation Agency
Central Subway Project**

Contract No. CS-156

DRAFT DRAFT DRAFT

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Agreement between the City and County of San Francisco and

for Agency Capital Program Controls System
Procurement and Related Support Services for
the San Francisco Municipal Transportation Agency Central Subway Project

This Agreement is made this **[insert day]** day of **[insert month]**, 20 **[insert year]**, in the City and County of San Francisco, State of California, by and between: **[insert name and address of contractor]** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

Recitals

A. The SFMTA wishes to **[insert short description of services required]**.

[If an RFP was issued for this contract, then include the next recital paragraph. Delete it if no RFP was issued for this contract.]

B. A Request for Proposal ("RFP") was issued on **[insert date]**, and City selected Contractor as the highest ranked proposer.

C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.

D. Approval for this Agreement was obtained when the Civil Service Commission approved contract number **[insert PSC number]** on **[insert date of Civil Service Commission action]**.

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. 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.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **[insert beginning date]** to **[insert termination date]**.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. Compensation shall be made in monthly payments on or before the [insert day] day of each month for work, as set forth in Section 4 of this Agreement, that the SFMTA's Executive Director/CEO, in his or her sole discretion, concludes has been performed as of the [insert day] day of the immediately preceding month. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no ".00"]. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. 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 SFTMA 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.

➔ **If the contract will involve the use of subcontracts, then include the following paragraph:**

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three 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 \$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.

➔ **Section 9 is required only if the contract involves state or federal funds. If no state or federal funds are involved, then leave the section number and replace the title and text of the section with the indicated language, so that the result reads: “9. Left blank by agreement of the parties. (Disallowance)”**

9. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City’s request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor 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 Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, 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. Contractor 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.

(3) Contractor, 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). Contractor 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.

(4) Contractor 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.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor, Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs

shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) 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. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. 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 annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

➔ **The following subparagraph k. is optional. For example, if the Contractor is going to use a subcontractor to perform the job under the Agreement, then include subparagraph i. in the Agreement.**

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

➔ **Do not insert subparagraph l. until after a waiver has been granted by the Risk Manager.**

k. Any of the terms of conditions of this Section 15 may be waived by the City's Risk Manager in writing, and attached to this Agreement as Appendix C. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

➔ **If the Contractor is NOT a design professional (an architect, a landscape architect, or an engineer), then use the first version of Section 16 (which has no subsections) and delete the second version (which has subsections a., b. and c).**

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and 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 the active 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 agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall

include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor 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 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 Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' 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, and all other intellectual property claims 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.

➔ **If the Contractor IS a design professional (an architect, a landscape architect, or an engineer), then use the following version of Section 16 (which has subsections a., b. and c.) and delete the preceding version.**

16. Indemnification

a. General. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. Copyright infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

➔ **Section 19 is optional: it may be deleted if there are no time-sensitive milestones for the contractor's performance, or if the department concludes that liquidated damages are not required under the particular circumstances of the contract. If this section is deleted, please leave the section number and replace the title and text with the indicated language, so that the result reads: "19. Left blank by agreement of the parties. (Liquidated damages)"**

If this section is left in, then fill in the liquidated damages amount and make sure Appendix A includes measurable standards for the imposition of liquidated damages.

19. Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of **[insert whole dollar amount in words and numbers -- no pennies and no ".00"]** per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by Purchasing.

20. Default; Remedies. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- | | |
|---|---------------------------------------|
| 8. Submitting false claims | 37. Drug-free workplace policy, |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial

part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting false claims
9. Disallowance
10. Taxes

11. Payment does not imply acceptance of work
13. Responsibility for equipment

- | | |
|---|---|
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 28. Audit and Inspection of Records |
| 15. Insurance | 48. Modification of Agreement. |
| 16. Indemnification | 49. Administrative Remedy for Agreement Interpretation. |
| 17. Incidental and Consequential Damages | 50. Agreement Made in California; Venue |
| 18. Liability of City | 51. Construction |
| 24. Proprietary or confidential information of City | 52. Entire Agreement |
| 26. Ownership of Results | 56. Severability |
| 27. Works for Hire | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor 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.

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

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by e-mail, and shall be addressed as follows:

To City: **[insert title of the project contact person]**
 [insert name of subdivision]
 [insert name of division]
 San Francisco Municipal Transportation Agency
 [insert street address]
 San Francisco, CA [insert zip code]
 Fax: [insert fax #]

To Contractor: **[insert name of contractor, mailing address, e-mail address; fax number is optional]**

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms . Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The 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. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor 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 Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this

Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor 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. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. 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.

33. 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 §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 includes an LBE subcontracting goal, then include subparagraphs (2), (3) and (4). If it does not, then omit (2), (3), and (4) and delete the sub-heading “(1) Enforcement” above, but keep the text of the sub-paragraph.**

(2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is [insert 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 §14B.17.

34. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor 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, on real property owned by San Francisco, or where work is being performed for the City elsewhere in 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 §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor 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 are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) 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 Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor 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 premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. 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 to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor 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 Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations 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 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 paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor 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 San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. 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 the board of a state agency 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.

43. 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 the SFMTA 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 the SFMTA to exceed \$25,000 in the fiscal year.

44. 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 the SFMTA when it enters into such a Subcontract and shall certify to the SFMTA 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.

➔ **The requirements of Chapter 83 apply to: (a) entry level positions for work performed by a contractor in the City; (b) entry level positions for work performed on the contract in Alameda, San Francisco or San Mateo counties; (c) entry level positions for work performed on the contract on property owned by the City; and (d) entry level positions for work done under a permit authorization on a development project in the City. If the contract amount is \$50,000 or less, then §45 should read "Left blank by agreement of the parties. (First source hiring program)" If the contract amount is more than \$50,000, then you must call the First Source Hiring Administrator (401-4960) to review whether Chapter 83 will apply to the contract. If it does, then insert §45. If the First Source Hiring Administrator grants a waiver, then §45 should read "Left blank by agreement of the parties. (First source hiring program)"**

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or

property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”) in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City’s Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor’s use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as

this Agreement. **[If the contract amount is \$50,000 or more, then add the following sentence:]** Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

➔ If the contract will involve the contractor or subcontractors providing services involving direct supervision of minors, then insert §55. Supervision includes oversight responsibilities at City parks, playgrounds, recreational centers or beaches. Otherwise, §55 should read, "55. Left blank by agreement of the parties. (Supervision of minors)"

55. Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with

supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City’s property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor’s (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term “graffiti” means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner’s authorized agent, and which is visible from the public right-of-way. “Graffiti” shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. 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.

➔ **Insert §60 for any contract in which the contractor is providing (1) insurance or insurance services, (2) financial services, or (3) textiles, unless the contractor falls within an exception (see Admin. Code Section 12Y.3). Otherwise, §60 should read "Left blank by agreement of the parties. (Slavery era disclosure)"**

60. Slavery Era Disclosure

a. Contractor acknowledges that this contract shall not be binding upon the City until the Director of Administrative Services receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."

b. In the event the Director of Administrative Services finds that Contractor has failed to file an affidavit as required by Section 12Y.4(a) and this Contract, or has willfully filed a false affidavit, the Contractor shall be liable for liquidated damages in an amount equal to the Contractor's net profit on the Contract, 10 percent of the total amount of the Contract, or \$1,000, whichever is greatest as determined by the Director of Administrative Services. Contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Contractor from any Contract with the City.

c. Contractor shall maintain records necessary for monitoring their compliance with this provision.

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

| | |
|--|---|
| <p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p>_____</p> <p>Nathaniel P. Ford, Sr. Executive Director/CEO</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____</p> <p>[Insert name of Deputy City Attorney] Deputy City Attorney</p> <p>[if this contract does not require the SFMTA Board's approval, then delete the following section]</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p>Roberta Boomer, Secretary to the SFMTA Board of Directors</p> | <p>CONTRACTOR</p> <p>[company name]</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, 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.</p> <p>_____</p> <p>[name of authorized representative] [title] [address] [city, state, ZIP]</p> <p>City vendor number: [vendor number]</p> |
|--|---|

Appendices

A: Services to be provided by Contractor

B: Calculation of Charges

C: Insurance Waiver, if applicable

[If you have obtained an insurance waiver from the City's Risk Manager, then keep Appendix C title above and attach the approved waiver as Appendix C; otherwise, delete the Appendix C title above.]

Appendix A

Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

[See SFMTA P-500 Instructions for guidance on answering the following questions in this Appendix:

- 1. When will the services be provided?**
- 2. What is the Contractor providing?**
- 3. How will the services be evaluated?**
- 4. Where will the services be provided?**
- 5. Upon whom does performance depend?]**

[If an RFP was issued, include the following statement:]

"Contractor's proposal, dated **[insert date]** is incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its appendices, 2) the Request for Proposals dated **[insert date]**, 3) Contractor's Proposal, dated **[insert date]**."

2. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. SFMTA Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFMTA will be **[insert name of contact person at SFMTA]**.

Appendix B
Calculation of Charges

[List, as applicable:]

Personnel or Hourly Rate

Flat rate for specified period (e.g., monthly)

Rate for use of Contractor's equipment, if applicable

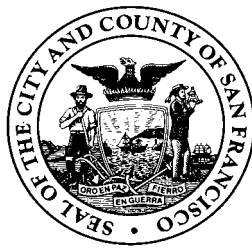
Rates for faxes (sending only), mileage, etc.

Actual costs for contractor meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., subject to the approval of City.

Any other applicable rates or charges under the Agreement.

Appendix C
Insurance Waiver

[Use as appropriate and only if an insurance waiver has been signed and granted by the Risk Manager.]



Appendix 4

Business Tax Registration Declaration



Business Registration Certificate Requirement

Unless you have previously submitted this form, failure to complete the Declaration on the reverse and return this form to Purchasing with your bid will be a basis for rejection of the bid, and Purchasing will assume that your company does not intend to apply for a Business Tax Certificate.

General

To receive an award, a vendor must have a current Business Registration Certificate or else not be required to register. The registration fee is \$25, \$150, \$250 or \$500, depending on the type and size of your business. The fee (except the \$25 fee) is pro-rated for new registrations, depending on when during the year you started your business in San Francisco, and is based on estimated tax liability for your payroll expense. To determine the registration fee due, you can check the website at "<http://sfgov.org/tax/busfaq.htm#reg>".

Who must obtain a registration certificate?

Any business located, or conducting business, in San Francisco.

What is "conducting business in San Francisco"?

Briefly, it means having employees or a place of business in San Francisco, or having employees visit San Francisco regularly. Questions 1-4 on the reverse specifically relate to "conducting business."

Are there exceptions?

Yes. A non-profit, tax-exempt business need not register or pay the registration fee. See Question 5 on reverse. Government agencies, banks and insurance companies are exempt. See Question 6.

My business is not located in San Francisco. Is a registration certificate still required?

Yes, if the business "conducts business in San Francisco," unless it is non-profit and tax-exempt, or a bank, or an insurance company.

All businesses, including those which do not "do business in San Francisco" but excluding government agencies, must sign and return the Declaration.

Businesses whose computed tax is \$2,500 or less do not have to pay the tax, but are required to file an annual statement with the Tax Collector to qualify for this Small Business Exemption. However, all businesses are subject to the annual Business Registration fee, which varies depending on the type and size of business.

What's involved in obtaining a registration certificate?

Obtaining a certificate is easy, but not automatic. Once the Tax Collector receives an application, the office must check the payment status of other taxes (Unsecured Personal Property Tax, Payroll/ Business Tax) and licenses or permits. If any tax or license/permit fee is delinquent, the certificate cannot be issued. Only when all taxes and fees are paid in full will the certificate be issued.

Where do I obtain the certificate?

At the Tax Collector's Office. You would obtain an application form from, and submit it and the registration fee to:

Tax Collector's Office
Taxpayer Assistance
City Hall, Room 140
San Francisco, CA 94102-4696
(415) 554-6718 or (415) 554-4400

P-25 (6-01)

Do Company Divisions, Parents and Subsidiaries have to register separately? That depends on a company's individual situation. Contact the Tax Collector at (415) 554-6718 or 554-4400 for more information.

Can I do business with the City without a certificate?

Not if you "conduct business in San Francisco." The City can make purchases from businesses only in the following situations:

- The business conducts business in San Francisco and has registered.
- The business does not conduct business in San Francisco and has signed the Declaration.
- The business is non-profit and tax-exempt, has signed the Declaration and has submitted an IRS exemption letter.
- The business is a government agency, bank, or insurance company.
- There is an emergency. Although Purchasing can award the contract, the vendor may be subject to business taxes and required to possess a certificate.

These requirements cover service contracts, construction contracts and product purchases.

What if my application is pending during a bid evaluation?

If you are the low bidder on a City contract, and have applied for the certificate but your application has not yet been approved, the City may make the award to you if you sign the Declaration. If you have a receipt from the Tax Collector for the registration fee, submit a **copy** of the receipt with this form.

What if I currently "do not conduct business in San Francisco," but if I win this bid, I will?

You may answer the questions based on your current status, and you should not register at this time. If you win the bid, you should register with the Tax Collector.

For more information

For information on how to apply for the certificate, call the Tax Collector's Office. For information on your eligibility to receive a particular award, call Purchasing. See the bottom of the reverse of this form.

Completing the Declaration; Failure to do so

Unless you previously submitted this form, complete the Declaration and, if possible, return it **with your bid or quotation** in the envelope provided. If you submit this form separately, see the mailing address under "Routing" near the bottom of the reverse of this form.

If you do not complete and return this form, that will be a basis for Purchasing's rejecting the bid, and for assuming that your company should register but will not and therefore that the City cannot do business with you.

If you submitted this form previously

If you submitted this form for an earlier transaction, and if your business tax status has not changed, please discard this form.

Business Tax Declaration

Please answer Yes or No to Questions 1-6, based on your company's situation *as of now*. If any answers would change if your company won a bid that is pending, you may submit a new form later.

Conducting Business in San Francisco

Yes No

This person, business, or person's or business's employee:

- ___ ___ 1. maintains, owns or leases a fixed place of business within San Francisco.
- ___ ___ 2. regularly maintains a stock of tangible personal property in San Francisco for sale in the ordinary course of business.
- ___ ___ 3. in the ordinary course of business, loans capital on property within San Francisco.
- ___ ___ 4. is physically present within San Francisco through property (e.g., trucks or inventory) or employees (e.g., sales representatives) during **7 or more separate days per year** (e.g., 4 employees in San Francisco for 2 days each constitute 8 separate days, and require a "yes" answer to this question). If a manufacturer does not conduct business in San Francisco but the manufacturer's independent representative does, only the representative must register.

If you answered "no" to Questions 1-4, ordinarily you are not conducting business in San Francisco, need not register with the Tax Collector and may omit items 5-10 below, but you must sign and return this Declaration. However, this is subject to review by the Tax Collector. **If you answered "yes" to any of the questions**, you must answer the remaining questions in this Declaration and, unless an exemption applies **must register**.

Tax-Exempt Businesses, Banks, Insurance Companies

Yes No

- ___ ___ 5. This business is non-profit, tax-exempt. If "yes," you need not register and may omit items 6-10, but you must sign the declaration and submit proof of tax-exempt status to Purchasing. Proof is usually an exemption letter from the IRS, noting §501(c) or (d) of the Internal Revenue Code.
- ___ ___ 6. This business is a bank or an insurance company. (Please indicate on this form your type of business.)

Applying for a Business Registration Certificate

If you answered "yes" to any of Questions 1-4, and "no" to Questions 5 and 6, check item 7, 8, or 9 and complete any applicable blanks. If no item is checked, or if the Declaration is not signed, this will constitute a basis for Purchasing to reject the bid.

- ___ 7. This company has registered with the Tax Collector. Certificate # _____ (6 digits, e.g., "123456").
- ___ 8. This company applied for a Certificate by mailing the application and fee to the Tax Collector, or by submitting the application in person, on _____, 20____. The application is pending. (NOTE: Completing this Declaration is not the same as applying for a Certificate.) If you submitted the application in person, please submit with this Declaration a copy of the fee receipt you received from the Tax Collector.
- ___ 9. This company does not intend to apply for a certificate.
- ___ 10. If, as a result of winning this bid, this company is required to register, we will do so.

I understand that my representation, if any, that I am not engaged in business in San Francisco is subject to review by the Tax Collector. If the Tax Collector determines that I am conducting business in San Francisco, the City may either cancel the contract or withhold payment ten days after written notification by the Tax Collector.

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ____ day of _____, 20____, at _____, _____.
(City) (State)

Name of Company (please print)

General Address

Mailing Address for General Corresp., Purchase Orders, etc.

Signature

City, State, ZIP

Name of Signatory (please print)

Remit Address

Remittance Address, if different

Title

City, State, ZIP

Telephone Number

Federal ID or Social Security Number

Routing

If you are registering, send the application to the Tax Collector (address on obverse). **Do not send this form to the Tax Collector.** We encourage you to send this form **with your bid or quotation** in the envelope provided. If you submit this form separately, send it to: Purchasing Department, Business Tax Compliance, City Hall, Room 430, San Francisco, CA 94102-4685. If you submitted this form previously and if your business tax status has not changed, discard this form



Appendix 5

Protest Procedures for the Bidding and Award of Federally Assisted Third Party Contracts

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

PROTEST PROCEDURES FOR THE BIDDING AND AWARD OF FEDERALLY ASSISTED THIRD PARTY CONTRACTS

(Construction, public improvements, personal services,
negotiated procurement and other major procurement contracts)

REVISED: April 2007

1. Policy

In the event that any protests, discrepancies, or legal questions arise during the bidding and award process of federally assisted construction, public improvements, personal services, negotiated procurement and other major procurement contracts, the Contract Manager shall report unresolved protests to the Executive Director/CEO, who shall review the protest and recommend its resolution to the San Francisco Municipal Transportation Agency. These procedures shall be incorporated by reference in all bid packages.

2. Definitions

Contract Manager (CM) refers to the San Francisco Municipal Transportation Agency engineer in charge of administering the contract that is the subject of the protest. CM also refers to the Project Manager for the project when there is no engineer administering the contract.

Award shall mean authorization by resolution of the San Francisco Municipal Transportation Agency Board of Directors or authorization by the Executive Director/CEO, for contracts under the Executive Director/CEO's authority, for its staff to contract with a bidder or proposer, or recommendation by resolution of the SFMTA Board of Directors that the City's Board of Supervisors approve a contract with a bidder or proposer.

Award Process includes the pre-award, award and post-award phases of a negotiated procurement, a Request for Proposals (RFP) and a sealed bid.

Bid includes the terms "offer" or "Proposal" as used in the context of negotiated procurements, Requests for Proposals and sealed bids.

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

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

Days refer 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 SFMTA.

Department of Parking and Traffic (DPT) refers to the Department of Parking and Traffic of the San Francisco Municipal Transportation Agency.

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.

San Francisco Municipal Transportation Agency (SFMTA 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.

Protest is a complaint by a bidder or proposer regarding a bid or the award process which arises prior to award and is formally communicated to the Director, as provided below.

Post-Award Protest is a complaint by a bidder or proposer when San Francisco Municipal Transportation Agency awards a contract, or recommends that the Board of Supervisors award a contract, to other than the bidder or proposer recommended for award by SFMTA staff.

San Francisco Municipal Railway refers to the San Francisco Municipal Railway of the San Francisco Municipal Transportation Agency.

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 Contract Manager (CM) obtains the response to issues not related to DBE compliance and coordinates the resolution of all protest issues.
- 3.2 The Contract Compliance Office (CCO) resolves issues regarding DBE compliance.
- 3.3 In the event that a protest is not resolved by the CM, the Director shall review the protest and make a recommendation to the Agency for final action.

4. Implementation

4.1. Submit Protest

A person or firm wishing to protest an award of a contract prior to the award must submit a protest describing the nature of the disagreement in writing to SFMTA no later than five (5) days following notification of proposed award. A person or firm wishing to protest an award of a contract after the award must submit a protest describing the nature of the disagreement in writing to SFMTA no later than five (5) days following the Notification of Award of the contract. If the bid procedure requires submission of documents in separate phases and bidders may be disqualified at the end of a phase prior to the final award, then protests regarding a phase of the procedure (including protests concerning documents received by bidders during the phase) must be submitted in writing with a description of the disagreement to SFMTA no later than five (5) days following receipt of notification of the results of that phase.

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 Director
Transportation Planning And Development Division
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

Area Manager
Contracts And Quality Management
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 3rd Floor
San Francisco, CA 94103

4.2 Coordination Efforts

With direction from the Executive Director/CEO, and following the requirements of FTA Circular 4220.1F, the AE 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 Contract Manager 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 Director of Transportation Planning and Development Division. 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, (b) the protester has the right to

appeal his decision to the Director pursuant to Section 4.5, and (c) the protester has the right to address the Agency on the date when the matter is calendared to be heard if the Director denies the appeal.

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, the CCO's determination will be administratively final.

4.4 Issues Not Related to DBE or SBE Requirements

If the protest concerns complaints regarding discrepancies in the bid 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 bidder's protest and all documentation from the bid package 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 and the CM for review and evaluation. The CM shall provide copies of the opinion to the Senior Director of Transportation Planning and Development Division, and 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, (b) the protester has the right to appeal the decision to the Executive Director/CEO pursuant to Section 4.5, and (c) the protester has the right to address the Agency on the date when the matter is calendared to be heard if the Director denies the appeal.

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 Executive Director/CEO for review of the decision within five (5) days of receipt of the CM's letter responding to the protest. The Executive Director/CEO shall review the decision and make a recommendation to Agency for final action. The CM shall inform the protester of the Executive Director/CEO's recommendation, the date when the Agency will consider the item, and the protester's opportunity to address the Agency regarding the matter.

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. However, in the event of a multi-phased bid procedure as described in Section 4.1 above, the protest may be considered by the Agency prior to the meeting when final award is determined.

4.7 Final Action

The protester shall be notified in writing of the Agency decision regarding the protest and/or award of the contract. 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.



Appendix 6

Certification Regarding Lobbying

APPENDIX A, 49 CFR, PART 20--CERTIFICATION REGARDING LOBBYING

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

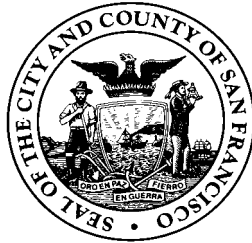
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to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

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

Executed this _____ day of _____, 20__.

By: _____
(signature of authorized official)

(title of authorized official)



Appendix 7

San Francisco Administrative Code 12B and 12C Declaration Form



CITY AND COUNTY OF SAN FRANCISCO HUMAN RIGHTS COMMISSION

S.F. ADMINISTRATIVE CODE CHAPTERS 12B & 12C DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

(HRC-12B-101)

➤ Section 1. Vendor Information

Name of Company: _____

Name of Company Contact Person: _____

Phone Number: _____ Fax Number: _____

Vendor Number (if known): _____

Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S.: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

Union name(s): _____

DATE & TIME RECEIVED BY HRC
(FOR HRC USE ONLY)

➤ Section 2. Compliance Questions

Question 1. Nondiscrimination – Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? *Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.*

- | | |
|--|---|
| <ul style="list-style-type: none"> • Race <input type="checkbox"/> Yes <input type="checkbox"/> No • Color <input type="checkbox"/> Yes <input type="checkbox"/> No • Creed <input type="checkbox"/> Yes <input type="checkbox"/> No • Religion <input type="checkbox"/> Yes <input type="checkbox"/> No • National origin <input type="checkbox"/> Yes <input type="checkbox"/> No • Ancestry <input type="checkbox"/> Yes <input type="checkbox"/> No • Age <input type="checkbox"/> Yes <input type="checkbox"/> No • Height <input type="checkbox"/> Yes <input type="checkbox"/> No | <ul style="list-style-type: none"> • Sex <input type="checkbox"/> Yes <input type="checkbox"/> No • Sexual orientation <input type="checkbox"/> Yes <input type="checkbox"/> No • Gender identity (transgender status) <input type="checkbox"/> Yes <input type="checkbox"/> No • Domestic partner status <input type="checkbox"/> Yes <input type="checkbox"/> No • Marital status <input type="checkbox"/> Yes <input type="checkbox"/> No • Disability <input type="checkbox"/> Yes <input type="checkbox"/> No • AIDS/HIV status <input type="checkbox"/> Yes <input type="checkbox"/> No • Weight <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|---|

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? *Please note: you must answer this question even if you do not intend to enter into any subcontracts.*

☐ Yes ☐ No

Question 2. Nondiscrimination – Equal Benefits for Employees with Spouses and Employees with Domestic Partners

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ Yes ☐ No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ Yes ☐ No

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

*The term "Domestic Partner" includes both *same-sex* and *opposite-sex* couples who have registered with a state or local government domestic partnership registry. See S.F. Admin. Code Chapter 12B.1(c).

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (on the back of this form), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C.

(OVER)

Question 2. (continued)

- C. Please check all benefits that apply to your answers above and list in the “other” section any additional benefits not already specified. **Note:** some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

| BENEFIT | Yes for Employees with Spouses | Yes for Employees with Domestic Partners | No, this Benefit is Not Offered | Documentation of this Benefit is Submitted with this Form |
|---|--------------------------------------|---|---------------------------------------|--|
| • Health | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Dental | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Vision | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Retirement (Pension, 401(k), etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Bereavement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Family Leave | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Parental Leave | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Employee Assistance Program | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Relocation & Travel | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Company Discount, Facilities & Events | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Credit Union | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Child Care | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Note: If you can't offer a benefit in a nondiscriminatory manner *because of reasons outside your control*, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form (HRC-12B-102) with all necessary attachments, and have your application approved by the HRC. For more information, see Rules of Procedure section II B or contact the HRC.

➤ **Section 3. Required Documentation**

YOU MUST SUBMIT SUPPORTING DOCUMENTATION

to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with Chapter 12B. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation. For more information see the Quick Reference Guide at www.ci.sf.ca.us/sfhumanrights/quickref.htm or contact the HRC.

Have you submitted supporting documentation for each benefit offered?

☐ Yes ☐ No

➤ **Section 4. Executing the Document**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

➔ **Return this form to:** HRC, 25 Van Ness Ave., Suite 800, San Francisco, CA 94102-6033, or to the City department that sent it to you if the department so requests.

✓ **Resource Materials** and additional copies of this form may be found at: www.ci.sf.ca.us/sfhumanrights/12b.htm.

☎ **For assistance** please contact the Human Rights Commission at 415-252-2500.

HRC-12B-101 (9/01)



Appendix 8

Attestation of Compliance

**Agency Capital Program Controls System
for the
Procurement and Related Support Services
of the
Central Subway Project**



APPENDIX 8

ATTESTATION OF COMPLIANCE

To be completed by all Proposing Firms and all Individual Subproposers

(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: **Agency Capital Program Controls System Procurement and
Related Support Services of the Central Subway Project**

1. I attest that I and all members of the firm listed above will and have complied to date with Section 1.12 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 1.12 of the above RFP, this will disqualify my firm and bidding consortium for further consideration ☐ Yes

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

Signature: _____

Date: _____



Appendix 9

Available References

Appendix 9: Available References

All Proposers who wish to view any of the following documents may make an appointment with

Mr. Mario Gallardo
Contract Management Office
Transportation and Development Contract Management Office
One South Van Ness Ave., 3rd Floor
San Francisco, CA 94103
(415) 701-4348

1. CSP Preliminary Engineering Report/Drawings, dated October 23, 2008
2. CSP Quality Control Plan and Design Control Procedures, dated June 23, 2008
3. Central Subway –FY2010 New Starts Criteria Report, dated September 9 ,2009
4. CSP Project Management Plan, dated August 14, 2009
5. CSP Risk Management Plan, dated July 9, 2009
6. CSP CSP11-9r11 Schedule



Appendix 10

CS156 Forms

CS156 Form 1 – Requirements Fit and Traceability to Proposed Modules
Proposer must fill in per submission instructions in Section D for Table 1 Requirements

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|---|---------------------------------------|--|------------------------|
| 1.0 | PM | Origination & Portfolio Management | | | |
| 1.01 | PM | Allow for all CIP projects held in the SRTP to be stored in a single database. | | | |
| 1.02 | PM | Allow web-based access for CaPWOC committee members, Project Managers, and others who need information about project status. | | | |
| 1.03 | PM | Set up and administer a set of privilege profiles to control access to projects, i.e., view only, limited write ability, or full read/write ability. | | | |
| 1.04 | PM | Assign attributes to each project to allow on-screen reports organized by the four current scoring parameters: Program, Project Criteria, Timing and Funding. | | | |
| 1.05 | PM | Allow Project Managers to create ad hoc projects (adhering to Project Controls Office-PCO-standards), with email notification to PCO. | | | |
| 1.06 | PM | Allow initial conceptual estimating by dollar value. | | | |
| 1.07 | PM | Allow Conceptual Engineering phase estimate by job classification. | | | |
| 1.08 | PM | Allow coding of projects to allow multiple filters, sorts and reporting by PM, PE, RE, CaPWOC. | | | |
| 1.09 | PM | Provide “dashboard” view of projects, with customizable views depending on user profile or position. | | | |
| 1.10 | PM | Mark projects for status, i.e., “In Initiation”, “Pending Funding”, “What If”, “Active”, “Closed”, etc. | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|--|------------------------------|---|---------------------|
| 1.11 | PM | Summarize earned value data to project level for display in dashboard. | | | |
| 1.12 | PM | Summarize earned value data for programs (a collection of projects). | | | |
| 1.13 | PM | Generate x-y graphs of earned value data for projects and programs. | | | |
| 1.14 | PM | Allow calculation, display and summarization of estimate at complete based on performance to date: (Actual cost to date) + (Remaining Budget/CPI to date). | | | |
| 1.15 | PM | Allow development of custom report formats to meet periodic reporting needs, like the FTA quarterly report. | | | |
| 1.16 | PM | Allow various text descriptions (such as progress narratives or issues/concerns) to be associated with projects. | | | |
| 1.17 | PM | Allow specialized formatting of report templates, thus providing the ability to produce FTA quarterly reports using text from the previous requirement AND cost/schedule status metrics from one single database of information. | | | |
| 1.18 | PM | Allow automatic warning flags to PMs for certain conditions, for example, actual hours are nearing budget hours at the WBS level. | | | |
| 1.19 | PM | Allow grouping of projects (segments) into one program. | | | |
| 1.20 | PM | Ability to create and forecast future contracts. | | | |
| 2.0 | SCM | Scope and Change Management | | | |
| 2.01 | SCM | Allow audit trail of all actions – with the user name, | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|---------------------------------------|--|------------------------|
| | | actions taken, and the date – when a change is made to any element of a project in the Capital Program Controls System (CPCS) database. | | | |
| 2.02 | SCM | Ability to define and establish contract scope elements in the CPCS. | | | |
| 2.03 | SCM | Store baseline scope – drawings, specifications, etc, - and track changes to baseline scope. | | | |
| 2.04 | SCM | Ability to locate and retrieve all original contract documents and supporting information, including change orders, in a central location. | | | |
| 2.05 | SCM | Ability to set up controls/flags to alert potential scope changes and/or project risks. | | | |
| 2.06 | SCM | Ability to electronically initiate a scope change requirement with paper supporting documentation and attachment capability. | | | |
| 2.07 | SCM | Ability to create an electronic proposal and solicit electronic responses. | | | |
| 2.08 | SCM | Ability to distribute proposal electronically to review parties and enable review parties to submit responses and attachments electronically. | | | |
| 2.09 | SCM | Ability for responders to include independent cost estimates. | | | |
| 2.10 | SCM | Ability for responders to add what if analysis to proposal responses. | | | |
| 2.11 | SCM | Allow access to funding availability information via the CPSC so that the Project Manager can use this information for immediate decision making/analysis of whether changes are feasible. | | | |
| 2.12 | SCM | Ability to store all contract negotiation data in the | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|---|------------------------------|---|---------------------|
| | | CPSC. | | | |
| 2.13 | SCM | Ability to have all necessary forms, templates and supporting documentation for preparing a contract modification on line and easily available. | | | |
| 2.14 | SCM | Ability to distribute and accept individual approvals via workflow on contract modifications. | | | |
| 2.15 | SCM | Electronic notification of contract approval to vendors. | | | |
| 2.16 | SCM | During BPR phase of implementation, conduct comprehensive analysis of approval process and number of approvals needed for a contract modification to go through. | | | |
| 2.17 | SCM | During BPR stage, evaluate approval thresholds for dollar value, schedule impact, scope change, and recommend variable thresholds for different levels of management. | | | |
| 2.18 | SCM | During BPR stage, analyze the use of all paper in the project controls process and recommend more efficient electronic alternatives such as on-line forms and/or attachments. | | | |
| 2.19 | SCM | Analyze and recommend types of documents that are allowed to be attached to proposals or change requests. | | | |
| 3.0 | BM | Budget Management | | | |
| 3.01 | BM | Require all projects to use common WBS: Level 1 – Project; Level 2 – Phase; Level 3 – Activity | | | |
| 3.02 | BM | Allow ability for Project Manager (and others) to develop CIP level estimates. | | | |
| 3.03 | BM | Allow for storage and easy retrieval of estimating | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|------------------------------|---|---------------------|
| | | templates when a Project Manager is developing a CIP-level (Capital Improvement Program) estimate. Template should have required WBS level 3 elements, like Project Management, Engineering, and Other Direct Costs, similar to current “index code-level” elements on current BRF. (WBS level 2 is Initiation, Conceptual Engineering, Detail Design, Construction.) | | | |
| 3.04 | BM | Template uses a coding structure to allow more than one view of the same data. | | | |
| 3.05 | BM | System must allow for the tracking of individual changes to the budget at the WBS level 3 from which the current budget is derived. The original and current budgets must be updateable by selected project users – normally the Project Manager. These budgets are often considered preliminary at the beginning of the project development cycle during the Initiation phase. Budgets are adjusted throughout the project life cycle as the project moves from one phase to the next. Budgets are also frequently adjusted to equal actual funding amounts. The CPCS software must allow tracking of changes to budgets by phase and activity using a “change log” approach. | | | |
| 3.06 | BM | Allow assignment of individual project accountant to project. | | | |
| 3.07 | BM | Assign funding source at Index code level – WBS level 3. | | | |
| 3.08 | BM | Allow multiple funding sources at each WBS level. | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|---|------------------------------|---|---------------------|
| 3.09 | BM | Provide ability to update FAMIS funding or budget figures from CPCS at Index code level. | | | |
| 3.10 | BM | Provide ability to update CPCS funding or budget figures from FAMIS at Index code level. | | | |
| 3.11 | BM | Fund change log. For each WBS level, store original funding source and amount, and show changes to funding. | | | |
| 3.12 | BM | Allow workflow system to route funding change request through appropriate parties when funding needs to be adjusted. (Similar to current paper-based approval process.) | | | |
| 3.13 | BM | Verify viability of business process to require correct number of signatures to adjust funding. | | | |
| 3.14 | BM | Allow planning using job classifications, which can later be changed to named personnel. | | | |
| 3.15 | BM | Use special overhead account to accept charges for work when Index code has not been assigned. | | | |
| 4.0 | SM | Schedule Management | | | |
| 4.01 | SM | Provide automatic numbering of activities, with user definable prefixes, suffixes and increment values. | | | |
| 4.02 | SM | Allow establishment of high-level phase milestones and dates for CE, DD, CP. | | | |
| 4.03 | SM | Allow creation of reports to show schedule status by phase milestones compared to baseline. | | | |
| 4.04 | SM | Allow viewing and updating of phase milestones by project managers. | | | |
| 4.05 | SM | Allow integration of contractor schedules during construction phase. | | | |
| 4.06 | SM | Restrict access to phase milestone updating using | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|------------------------------|---|---------------------|
| | | role privileges, i.e., only designated PM of a project can update its phase milestones. | | | |
| 4.07 | SM | Provide custom codes to be defined against WBS levels to allow reporting on WBS attributes. | | | |
| 4.08 | SM | Allow free form notes (text fields) to be recorded against individual activities and WBS levels. | | | |
| 4.09 | SM | Allow reference documents (Word, Excel, etc.) and URLs to be associated with activities and/or WBS levels and stored on common network drive such that all users can open attached documents in a separate window while viewing WBS or activity. | | | |
| 4.10 | SM | Allow custom report creation that displays notes with the activity or WBS level to which it's attached, which will allow creation of text + data reports (i.e., FTA quarterly report format). | | | |
| 4.11 | SM | Display WBS attributes against activities as possible. | | | |
| 4.12 | SM | Provide forward and backward pass scheduling calculation to determine activity total and free float. | | | |
| 4.13 | SM | Allow various imposed dates on activities and milestones (start on, start on or after, finish on, finish on or before, etc.) against which float calculations are done. | | | |
| 4.14 | SM | Allow multiple float paths calculation and reporting to group activities by their float duration. | | | |
| 4.15 | SM | Store original durations once activity has started. | | | |
| 4.16 | SM | Allow resource durations separate from activity durations. | | | |
| 4.17 | SM | Allow multiple schedule baselines, with ability to | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|------------------------------|---|---------------------|
| | | measure current progress against any previous baseline. | | | |
| 4.18 | SM | Restrict access to at least one “authorized” baseline per project, which is controlled by administrator or super user. | | | |
| 4.19 | SM | Allow integration/upload of project schedule data from other lower level schedules. Example: MTA project schedule has Construction start and complete milestone. Allow integration of contractor’s MS Project or Primavera schedule with MTA project schedule. | | | |
| 4.20 | SM | Allow WBS-level activities for collecting actual hours. | | | |
| 4.21 | SM | Scheduling in days, weeks and months. | | | |
| 4.22 | SM | Allow user-initiated re-scheduling (not automatic). | | | |
| 4.23 | SM | Allow setting up of various privilege profiles that can be assigned to individual users. | | | |
| 4.24 | SM | Allow assignment of privilege profiles (rather than individual names) to projects. | | | |
| 4.25 | SM | Allow separation of privileges at enterprise level (i.e., resource pool, cost accounts) vs. project level. | | | |
| 4.26 | SM | Allow creation of multiple pre-defined sets of custom codes for assignment to activities and to aid in sorting and filtering activities. | | | |
| 4.27 | SM | Allow designation of “secure” custom codes that are managed by administrator. | | | |
| 4.28 | SM | Allow activities to be assigned smaller tasks (or steps) which can be weighted and updated to determine overall activity progress or earned value. | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|--|---------------------------------------|--|------------------------|
| | | (This allows higher-level, longer-duration activities which are part of the critical path schedule and where employees can charge their time, yet the work is broken down to some lower-level definition with which to measure progress.) | | | |
| 5.0 | RM | Resource Management | | | |
| 5.01 | RM | Integrate resource planning with scheduling system. All resources are assigned to scheduled activities in authorized projects, resulting in a single schedule and cost database. | | | |
| 5.02 | RM | Allow assignment of generic resources on activities for determining approximate cost of far term work. Generic resources are later converted to named individuals for detail resource planning. Software must allow hourly rates to be assigned and maintained at the level of Job Class Title in a "Skill Pool". Individual named resources are then associated with the Job Class Title. | | | |
| 5.03 | RM | Allow detailed and comprehensive resource reporting by employee, manager, department, Job Class Title and project. | | | |
| 5.04 | RM | Allow creation and maintenance of central resource pool, organized similar to MTA organization chart, to enable standardized resource analysis across the whole organization. | | | |
| 5.05 | RM | Design and implement method to upload flat file of labor rates by name or skill class from PUC files directly into CPCS. | | | |
| 5.06 | RM | Allow association of job classification with named | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|------------------------------|---|---------------------|
| | | resources. | | | |
| 5.07 | RM | Allow escalation of resource hourly rates for job classifications using start and end dates, i.g., from 01/01/08 – 12/31/08 the rate for mechanical engineer = \$67.15; from 01/01/09 – 12/31/09 the rate is \$72.94. This affects labor budgets and actual costs – hours worked in one year incur a different cost from hours worked in another year. | | | |
| 5.08 | RM | Warn unit managers when job classification level requirements exceed availability. | | | |
| 5.09 | RM | Allow assignment of curves, i.e., front-loaded or back-loaded resources on long activities. | | | |
| 5.10 | RM | Allow assignment of multiple resources on single activity. | | | |
| 5.11 | RM | Allow assignments of special privileges to Primary resource. | | | |
| 5.12 | RM | Allow monitoring of resource use by project and job classification | | | |
| 5.13 | RM | Allow Primary resource to status activity. | | | |
| 5.14 | RM | Ability to import and integrate with resource information from a SQL database to include rates adjustment information features mentioned above. Assumes that project activities are planned and statused regularly. | | | |
| 5.15 | RM | Allow resource leveling. | | | |
| 5.16 | RM | Ability to define resource availability and resource calendars from estimate data. | | | |
| 5.17 | RM | Ability to roll-up resources to any level in the RBS from estimate data. | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|--|------------------------------|---|---------------------|
| 5.18 | RM | Ability to help identify or forecast future resource needs (i.e., up to 10 years of workforce needs). | | | |
| 6.0 | LSM | Labor (soft cost) Management | | | |
| 6.01 | LSM | Maintain current employee list as part of Capital Program Control System (CPCS). | | | |
| 6.02 | LSM | Allow specific employees to be assigned to scheduled activities by the Project Engineer (PE) or Project Manager (PM) in the CPCS. | | | |
| 6.03 | LSM | Develop business process and supporting technology to make all time card generation electronic, including filling out the time card by the employee, review/approval by supervisor, and validation against labor agreement and other SFMTA rules. The time card must contain all activities to which the employee is assigned. | | | |
| 6.04 | LSM | Require SFMTA employees to use a web-based "portal" to update activities and report actual hours. | | | |
| 6.05 | LSM | Only those activities to which the employee is assigned in the scheduling system appear on the time sheet. | | | |
| 6.06 | LSM | Require supervisor-level (PM and PE) access through web portal to review schedule activities and resource assignments. | | | |
| 6.07 | LSM | Allow for time sheets to be approved by Project Manager or Project Engineer in CPCS before upload to TESS. | | | |
| 6.08 | LSM | Allow method to collect actual hours in CPCS for SFMTA employees who use paper time sheet to enter to TESS. | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|---|---------------------------------------|--|------------------------|
| 6.09 | LSM | Allow actual hours to be output to a flat file from CPCS which can be uploaded to the TESS time reporting system. (Requires coordination with IT people to design, test and implement upload procedure.) | | | |
| 6.10 | LSM | Allow efficient workflow method for challenges and/or corrections to employee hours by Project Manager or Project Engineer BEFORE upload to TESS. (After flat file is uploaded to TESS, department or functional managers still approve hours there, mostly checking for 40 hour totals and vacation, and comp time. This requirement allows PEs and PMs to review/reject charges to their projects.) | | | |
| 6.11 | LSM | With privileges assigned by system administrator, allow employees reporting time on electronic time sheets to assign themselves to activities and projects in real time with automatic notification to project manager. | | | |
| 6.12 | LSM | Warn employee when actual hours get within 10% of budget hours. | | | |
| 6.13 | LSM | Allow ad hoc assignment of resources by PM or PE in under 1 minute. | | | |
| 6.14 | LSM | Allow filtering of activities in employee activity update and time reporting screen, i.e., only those activities scheduled to start during the next two weeks. | | | |
| 6.15 | LSM | Allow primary or team lead employees to update activity status with actual start, days remaining, and | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|---|------------------------------|---|---------------------|
| | | actual finish through employee portal. | | | |
| 6.16 | LSM | Restrict non-primary or non-lead employees from updating activity start dates, days remaining, or actual finish dates. | | | |
| 6.17 | LSM | Allow employees access to a project's related documents, notes, pictures or URLs through employee portal. | | | |
| 6.18 | LSM | Allow employee to see other assigned resources through employee portal. | | | |
| 6.19 | LSM | Allow employee to record notes against activities through employee portal. | | | |
| 6.20 | LSM | Lock actual hours charged to projects after timesheets have been approved by project manager or project engineer. | | | |
| 6.21 | LSM | Allow actual labor hours and actual labor cost (soft costs) reporting by employee, department or project. | | | |
| 6.22 | LSM | Allow entry of overtime and comp time into time reporting system. | | | |
| 6.23 | LSM | Allow addition of various overhead activities not related to a specific project to time reporting system, with such activities controlled by the Project Controls office. | | | |
| 6.24 | LSM | If employee leaves SFMTA, allow transfer of actual hours and charges to a generic account. (The resource table should not have to be a complete history file.) | | | |
| 6.25 | LSM | Ability to do soft cost revisions. | | | |
| 7.0 | CM | Overall Cost Management | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|---------------------------------------|--|------------------------|
| 7.01 | CM | Allow web portal access to Grants Accounting personnel. | | | |
| 7.02 | CM | Work with FAMIS system administrators to generate flat file of actual non-labor costs by project and Index code as part of Integration effort. | | | |
| 7.03 | CM | Allow import of FAMIS flat file to CPCS for complete picture of committed costs, material costs, outside Agency charges, etc. | | | |
| 7.04 | CM | Allow Grants Accounting personnel to assign Index numbers to a project's WBS level 3 items and automatically generate email notifying project manager. | | | |
| 7.05 | CM | Allow email work authorizations generated by project managers to be sent to project managers in other city agencies (i.e., DPW). | | | |
| 7.06 | CM | Allow PMs to create and track requisitions for consultants, contractors, suppliers. | | | |
| 7.07 | CM | Ability to simultaneously provide users both graphic and tabular data of project cost information. | | | |
| 7.08 | CM | Ability to generate cost curves, including baseline cost plan, current actual costs incurred, projected total cost based on actual cost to date. Provide ability to create user-customized curves. | | | |
| 7.09 | CM | Ability to create various reporting views of actual costs based on the needs of the user. | | | |
| 7.10 | CM | Ability to report multiple projects rollup information to the next higher level (i.e., Program Level). | | | |
| 7.11 | CM | Ability to do bottom up capital cost revision. | | | |
| 7.12 | CM | Ability to process time and cost contingency | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|---|---------------------------------------|--|------------------------|
| | | drawdown. | | | |
| 8.0 | ECDM | Enterprise Content (Document) Management | | | |
| ECDM1 | ECDM | Overall Document Management | | | |
| 8.01 | ECDM | Provide an Enterprise Content Management solution that fully encompasses a project lifecycle. | | | |
| 8.02 | ECDM | Provide ability for checked out documents may be locked for editing and/or viewing by other users. | | | |
| 8.03 | ECDM | Provide ability to maintain automated multiple logical versions of documents and renditions, with past versions including original viewable not editable. Versioning numbering is flexible. | | | |
| 8.04 | ECDM | Provide ability to maintain identifying numbers throughout document lifecycle. | | | |
| 8.05 | ECDM | Provide ability to classify and track documents at the project level. | | | |
| 8.06 | ECDM | Provide automatic indexing for predetermined fields, with drop down lists and standard/customizable properties screens. | | | |
| 8.07 | ECDM | Provide full-text indexing capability. | | | |
| 8.08 | ECDM | Provide multiple properties screens that are supported for multiple business areas. | | | |
| 8.09 | ECDM | Allow search and retrieval from multiple repositories, with full text and properties search. | | | |
| 8.10 | ECDM | Allow relevance ranking in search results, filter results based on user permissions. | | | |
| 8.11 | ECDM | Allow saving and naming of searches, with append and refine capabilities. | | | |
| 8.12 | ECDM | Allow customizable parameters for records retention and records destruction. | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|------------------------------|---|---------------------|
| 8.13 | ECDM | Define and document compliance policies and requirements for records within the Enterprise Content Management (ECM) repository, accessible electronic records stored outside of the ECM repository, and physical records that have not been converted to electronic documents. | | | |
| ECDM2 | ECDM | Construction Document Management | | | |
| 8.14 | ECDM | For each of the following construction-related documents, provide complete workflow and document management capabilities as defined in the following "Overall Document Management" and "Business Process Management" sections: | | | |
| 8.15 | ECDM | - Requests for Information (RFI's). | | | |
| 8.16 | ECDM | - Submittals. | | | |
| 8.17 | ECDM | - Warranty information - indexed by vendor, project, warranty type, Resident Engineer name, effective dates, expiration dates, and any other key fields related to warranty tracking to allow search, retrieval and analysis on several parameters. | | | |
| 8.18 | ECDM | - Official correspondence not done through email. | | | |
| 8.19 | ECDM | - Transmittals. | | | |
| 8.20 | ECDM | - Records of Conversations. | | | |
| 8.21 | ECDM | - Meeting minutes. | | | |
| 8.22 | ECDM | - E-mails. | | | |
| 8.23 | ECDM | - Daily Construction Reports. | | | |
| 8.24 | ECDM | - Design Change Notices (DCN). | | | |
| 8.25 | ECDM | - Non-compliance Records (NCR). | | | |
| ECDM3 | ECDM | Business Process Management (Workflow) | | | |
| 8.26 | ECDM | Allow capability to implement, manage and execute | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|--|---------------------------------------|--|------------------------|
| | | large and complex electronic workflows with related documents, objects and e-Forms attached. | | | |
| 8.27 | ECDM | Allow Email notification driven by workflow assignment | | | |
| 8.28 | ECDM | Provide workflow management to electronically route scope change requests (SCRs) through RE, PE, PM, CaPWOC, etc., including electronic signature approval, logging and tracking reports. | | | |
| 8.29 | ECDM | Allow predefined processes that can be manually initiated or can be initiated by a time-related event (i.e., the first of the month), or an ECM related event (i.e., the filing of a document or new document version). | | | |
| 8.30 | ECDM | Allow design of process steps that are performed in the order established by the workflow definition until the end of a process is reached. | | | |
| 8.31 | ECDM | Provide ability to present status of a workflow to the workflow initiator and any user that must perform the next step of the workflow. | | | |
| 8.32 | ECDM | Provide alerts and workflow path decisions that may be presented due to a variety of events, responses and conditions established for a process, such as messaging to Admin or identified user during rule-based events. | | | |
| 8.33 | ECDM | Provide parallel/serial/alternative distribution, routing to internal/external address groups. | | | |
| 8.34 | ECDM | Provide for electronic approvals and/or signatures. | | | |
| 8.35 | ECDM | Allow markup with rectangles, ellipses, text boxes, sticky notes directly on image but preserved | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|------------|-------------|---|---------------------------------------|--|------------------------|
| | | independently. | | | |
| ECDM4 | ECDM | Electronic Forms | | | |
| 8.36 | ECDM | Provide a method for capturing, recording, disseminating and acting on data in electronic forms, with support for the performance of logical operations and data calculations as data is entered into the form fields. | | | |
| 8.37 | ECDM | Provide functions that promote ease of use such as logic controlled tabbing between cells, scripting functions that can auto-populate cell contents, pull down lists for cell completion consistency, individual cell-oriented help text, spell checking, and others. | | | |
| ECDM6 | ECDM | | | | |
| ECDM5 | ECDM | Archiving | | | |
| 8.38 | ECDM | Provide archival process that is automated based on time parameters. | | | |
| 8.39 | ECDM | Provide system messaging prior to archival event. | | | |
| 8.40 | ECDM | Provide ability to maintain index information of archived documents. | | | |
| 8.41 | ECDM | Provide purge capability based upon retention cycle and applied at group/document level. | | | |
| 8.42 | ECDM | Provide retention applied at group/document level. | | | |
| 9.0 | VE | Vendor and Company | | | |
| 9.01 | VE | Solution must provide for scalability of products to meet growing enterprise level volumes of users, content, workflows, and e-Forms. | | | |
| 9.02 | VE | Provide customer service technical and administrative support options and structure in terms of hours and days of support coverage, the | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|-------------|-------------|---|------------------------------|---|---------------------|
| | | number of people in the support organization, and onsite support capabilities for San Francisco, California installation. | | | |
| 9.03 | VE | Provide metrics of current support over the last two years. | | | |
| 9.04 | VE | Provide complete product documentation and options for personnel in systems support, systems management, application development, workflow development, application administration and end users. | | | |
| 9.05 | VE | Describe ability to facilitate configuration and extension of integration of the product with other products to address unique total solution requirements within an enterprise. | | | |
| 10.0 | GE | General and Integration | | | |
| 10.01 | GE | The modules of the suite must be well integrated to provide synergy between components and to provide a single point for management/control and recovery. | | | |
| 10.02 | GE | Management and control of backup and recovery must be integrated across the Capital Program Control System (CPCS) suite. | | | |
| 10.03 | GE | There must be functional integration and synergy among the Scheduling/Cost module, the Portfolio Management module, the Contract Management module, and the Enterprise Content Management (ECM) module. | | | |
| 10.04 | GE | Provide complete web browser-based interface for as many end user functions as possible (only | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|---|------------------------------|---|---------------------|
| | | administration functions may require a client installation). | | | |
| 10.05 | GE | Provide single user authentication methodology permitting a single-sign-on for all modules. This function must be implemented using Microsoft Active Directory technology. | | | |
| 10.06 | GE | Provide tools that facilitate the migration of documents from other document repositories and from network accessible file folders. | | | |
| 10.07 | GE | Provide transaction logging, instrumentation or facilities to permit an enterprise to capture and analyze the frequency of feature and function use, data access characteristics and user activity. | | | |
| 10.08 | GE | Provide Application Programming Interfaces (APIs) that support non-proprietary software development languages for application extensions and integration between applications. | | | |
| 10.09 | GE | Provide Software Development Kits (SDK) that facilitates enterprise application integration. | | | |
| 10.10 | GE | Provide facilities, interfaces or methodologies for interfacing with a Microsoft SQL Server or Oracle data warehouse. | | | |
| GE1 | GE | Integration with Existing SFMTA systems | | | |
| 10.11 | GE | Budgeting: FAMIS is SFMTA's mainframe project costing system. Project managers enter budgets to FAMIS by estimating costs for each anticipated high-level account number on separate Excel sheets and transmitting them to Grants Accounting. Projects are then created by personnel in Grants | | | |

| Req. ID | Req. Prefix | Functional Area & Business Requirements | Rating (e.g. SUP, MOD, etc.) | Name of Software/Module this Requirement is Met | Applicable Comments |
|---------|-------------|---|---------------------------------------|--|------------------------|
| | | Accounting; where FAMIS “Index Codes” are assigned to each account number (broken down to segment, phase and activity number.) This is the system of record for all project budgets, thus budgets in the CPCS must be integrated with FAMIS to avoid double entry of data and/or parallel data sources. The proposed solution must include a strategy for integrating with FAMIS to eliminate manual transfers of budgeting information common to the CPCS and FAMIS. | | | |
| 10.12 | GE | Actual Costs: All actual charges to a project are ultimately reported in FAMIS using the Index Code as the key field. All charges must have a FAMIS index code in order to be accounted for in FAMIS. This is the system of record for all project costs therefore the proposed system must include processes to reconcile actual costs in FAMIS with actual costs in the CPCS. | | | |
| 10.13 | GE | TESS: The City’s payroll system. Time sheets must contain the FAMIS index code and account number for the work done. TESS calculates the final labor cost with all burdens and overhead, then uploads those costs (using the FAMIS index codes as a reference) to FAMIS. The proposed solution must include a method to export time sheet information (likely through a flat file middleware) to TESS. | | | |

CS156 Form 2 – Task 1: Central Subway Program Controls Staff Classification Pricing Data (Section H – Part B)

| Proposed Staff Classification | Direct Hourly Rate | Assumed OH Rate | Assumed Profit % | Total Burdened Hourly Rate (Excluding Allowable Reimbursable Expenses) | Comments |
|--------------------------------------|-----------------------------------|----------------------------|-----------------------------|---|-----------------|
| | | | | | |
| | | | | | |

- List any other relevant assumptions as applicable

CS156 Form 3 – Task 2: CPCS Specification & Implementation Fixed Fee (Section H – Part C)

| Deliverable ID | Deliverable Name | Fixed Fee |
|--|---|------------------|
| STP 1.0 | Project Management & Quality Plan (PMQP) | |
| STP 2.0 | Baseline Resource Loaded Project Schedule | |
| STP 3.0 | Communications/Organizational Change Management Plan | |
| STP 4.0 | Core Project Team Training Plan | |
| Startup Phase Sub Total | | |
| BA 5.0 | Project Kickoff | |
| BA 6.0 | Business Process Reengineering (BPR) Recommendations | |
| BA 7.0 | RIDS Analysis | |
| BA 8.0 | Updated Business Requirements & Traceability Matrix | |
| BA 9.0 | Core Project Team Training | |
| BA 10.0 | Technical Infrastructure Analysis, Procurement Specifications & Acquisition Support | |
| BA 11.0 | Software & Hardware Installation & Technical Environments Maintenance | |
| Business Analysis Phase Sub Total | | |
| DS 12.0 | Fit-Gap Analysis & Findings | |
| DS 13.0 | Functional & Technical Specifications for Reports | |
| DS 14.0 | Functional & Technical Specifications for Interfaces and Systems Integration | |
| DS 15.0 | Functional & Technical Specifications for Data Conversion | |
| DS 16.0 | Functional Specifications for Security | |
| DS 17.0 | Requirements Gap Cost-Benefit Analysis and Customizations Approval | |
| DS 18.0 | Final To-Be Functional Design & Business Changes | |
| DS 19.0 | Functional and Technical Specifications for Workflow | |
| DS 20.0 | Best Practice Organizational Model Recommendations | |
| DS 21.0 | Training Assessment Findings & Recommendations | |
| Design Phase Sub Total | | |
| DV 22.0 | Application/Workflow Configuration & Documentation | |
| DV 23.0 | Queries and Reports Development & Documentation | |
| DV 24.0 | Interfaces and Integration Development & Documentation | |
| DV 25.0 | Data Conversion Implementation & Reconciliation Proof Documentation | |
| DV 26.0 | Security Implementation & Documentation | |
| DV 27.0 | Proposer Unit & Functional Testing Results Documentation | |
| DV 28.0 | Requirements Traceability Validation | |
| DV29.0 | Validation (Testing) Phase Plan | |

| | | |
|---------|--|--|
| DV 30.0 | Training Materials Development | |
| | <i>Development Phase Sub Total</i> | |
| VL 31.0 | Deliver UAT Orientation/Training | |
| VL 32.0 | Implement UAT Testing & Formal Signoff of Functional Testing | |
| VL 33.0 | Implement Performance Testing & Acceptance Signoff | |
| VL 34.0 | IT Operations Procedures & Training | |
| VL 35.0 | Final Training Materials | |
| | <i>Validation Phase Sub Total</i> | |
| DP 36.0 | Deliver Formal End User Training | |
| DP 37.0 | Go Live Help Desk and Field Support Operational and Logistics Plan | |
| DP 38.0 | Cut Over plan & Go Live Communications Package | |
| DP 39.0 | Go Live Readiness Checklist Assessment | |
| DP 40.0 | Post Production Support Plan | |
| DP 41.0 | Implement Cut-Over (Go Live) | |
| DP 42.0 | Post Production Issues Management & Resolution | |
| DP 43.0 | Final System Acceptance | |
| | <i>Deployment Phase Sub Total</i> | |
| | <i>Task 2 Total Implementation Fixed Fee Cost</i> | |

CS156 Form 4 – Task 2: CPCS Specification & Implementation Labor Hours Distribution (Section H – Part C)

| Deliverable ID | Deliverable Name | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 6 | Staff 8 | Staff 8 | Total |
|--------------------------------|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------|
| STP 1.0 | Project Management & Quality Plan (PMQP) | | | | | | | | | |
| STP 2.0 | Baseline Resource Loaded Project Schedule | | | | | | | | | |
| STP 3.0 | Communications/Organizational Change Management Plan | | | | | | | | | |
| STP 4.0 | Core Project Team Training Plan | | | | | | | | | |
| Startup Phase Sub Total | | | | | | | | | | |
| BA 5.0 | Project Kickoff | | | | | | | | | |
| BA 6.0 | Business Process Reengineering (BPR) Recommendations | | | | | | | | | |
| BA 7.0 | RIDS Analysis | | | | | | | | | |
| BA 8.0 | Updated Business Requirements & Traceability Matrix | | | | | | | | | |
| BA 9.0 | Core Project Team Training | | | | | | | | | |
| BA 10.0 | Technical Infrastructure Analysis, | | | | | | | | | |

| Deliverable ID | Deliverable Name | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 6 | Staff 8 | Staff 8 | Total |
|----------------|--|---------|---------|---------|---------|---------|---------|---------|---------|-------|
| | Procurement Specifications & Acquisition Support | | | | | | | | | |
| BA 11.0 | Software & Hardware Installation & Technical Environments Maintenance | | | | | | | | | |
| | Business Analysis Phase Sub Total | | | | | | | | | |
| DS 12.0 | Fit-Gap Analysis & Findings | | | | | | | | | |
| DS 13.0 | Functional & Technical Specifications for Reports | | | | | | | | | |
| DS 14.0 | Functional & Technical Specifications for Interfaces and Systems Integration | | | | | | | | | |
| DS 15.0 | Functional & Technical Specifications for Data Conversion | | | | | | | | | |
| DS 16.0 | Functional Specifications for Security | | | | | | | | | |

| Deliverable ID | Deliverable Name | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 6 | Staff 8 | Staff 8 | Total |
|----------------|--|---------|---------|---------|---------|---------|---------|---------|---------|-------|
| DS 17.0 | Requirements Gap Cost-Benefit Analysis and Customizations Approval | | | | | | | | | |
| DS 18.0 | Final To-Be Functional Design & Business Changes | | | | | | | | | |
| DS 19.0 | Functional and Technical Specifications for Workflow | | | | | | | | | |
| DS 20.0 | Best Practice Organizational Model Recommendations | | | | | | | | | |
| DS 21.0 | Training Assessment Findings & Recommendations | | | | | | | | | |
| | Design Phase Sub Total | | | | | | | | | |
| DV 22.0 | Application/Workflow Configuration & Documentation | | | | | | | | | |
| DV 23.0 | Queries and Reports Development & Documentation | | | | | | | | | |
| DV 24.0 | Interfaces and | | | | | | | | | |

| Deliverable ID | Deliverable Name | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 6 | Staff 8 | Staff 8 | Total |
|----------------|---|---------|---------|---------|---------|---------|---------|---------|---------|-------|
| | Integration Development & Documentation | | | | | | | | | |
| DV 25.0 | Data Conversion Implementation & Reconciliation Proof Documentation | | | | | | | | | |
| DV 26.0 | Security Implementation & Documentation | | | | | | | | | |
| DV 27.0 | Proposer Unit & Functional Testing Results Documentation | | | | | | | | | |
| DV 28.0 | Requirements Traceability Validation | | | | | | | | | |
| DV29.0 | Validation (Testing) Phase Plan | | | | | | | | | |
| DV 30.0 | Training Materials Development | | | | | | | | | |
| | Development Phase Sub Total | | | | | | | | | |
| VL 31.0 | Deliver UAT Orientation/Training | | | | | | | | | |
| VL 32.0 | Implement UAT Testing & Formal Signoff of Functional Testing | | | | | | | | | |

| Deliverable ID | Deliverable Name | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 6 | Staff 8 | Staff 8 | Total |
|----------------|--|---------|---------|---------|---------|---------|---------|---------|---------|-------|
| VL 33.0 | Implement Performance Testing & Acceptance Signoff | | | | | | | | | |
| VL 34.0 | IT Operations Procedures & Training | | | | | | | | | |
| VL 35.0 | Final Training Materials | | | | | | | | | |
| | Validation Phase Sub Total | | | | | | | | | |
| DP 36.0 | Deliver Formal End User Training | | | | | | | | | |
| DP 37.0 | Go Live Help Desk and Field Support Operational and Logistics Plan | | | | | | | | | |
| DP 38.0 | Cut Over plan & Go Live Communications Package | | | | | | | | | |
| DP 39.0 | Go Live Readiness Checklist Assessment | | | | | | | | | |
| DP 40.0 | Post Production Support Plan | | | | | | | | | |
| DP 41.0 | Implement Cut-Over (Go Live) | | | | | | | | | |
| DP 42.0 | Post Production Issues Management & | | | | | | | | | |

| Deliverable ID | Deliverable Name | Staff 1 | Staff 2 | Staff 3 | Staff 4 | Staff 5 | Staff 6 | Staff 8 | Staff 8 | Total |
|----------------|--|---------|---------|---------|---------|---------|---------|---------|---------|-------|
| | Resolution | | | | | | | | | |
| DP 43.0 | Final System Acceptance | | | | | | | | | |
| | Deployment Phase Sub Total | | | | | | | | | |
| | Task 2 Total Implementation Labor Hours | | | | | | | | | |

CS156 Form 5 – Task 2: CPCS Implementation Work Distribution (Section H – Part C)

| Team Name | Role | Hours Allocated | Cost Allocation | % Hours Allocation | % Cost Allocation |
|------------------|-------------|----------------------------|----------------------------|-------------------------------|------------------------------|
| A Company | Prime | | | | |
| B Company | Sub | | | | |
| C Company | Sub | | | | |
| D Company | Sub & MBE | | | | |
| E Company | Sub & DBE | | | | |
| F Company | Sub | | | | |
| Total | | | | | |

CS156 Form 6 – Task 2: CPCS Staff Fully Burdened Rates (All Inclusive)-(Section H-Part C)

| Proposed Staff Classification | Fully Burdened Hourly Rate (all inclusive, including profit, travel, etc.) | Comments |
|-------------------------------|--|----------|
| | | |
| | | |

- List any other relevant assumptions as applicable

CS156 Form 7 – Task 2: CPCS Proposed Core Software Costs (Detail Breakdown); Also must include any non-core required & proposed software (Section H – Part D)

| Software Module | Vendor Name | License Metric/Fee Basis | License Fee | Annual Maintenance % | Maintenance Escalation |
|-----------------|-------------|--------------------------|-------------|----------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

CS156 Form 8 – Task 2: CPCS Hardware Costs (Detail Breakdown); Must include all potential hardware & associated costs (Section H – Part D)

| Hardware | Vendor Name | Sizing Metric/Fee Basis | Acquisition Fee | Annual Maintenance Details |
|----------|-------------|-------------------------|-----------------|----------------------------|
| | | | | |
| | | | | |
| | | | | |