

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.3**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Transit Division

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to issue a Request for Proposals (RFP) for Contract No. CPT 637: Replacement of Video Surveillance Systems in Revenue Vehicles.

**SUMMARY:**

- The existing video surveillance systems in SFMTA's revenue fleet are outdated and require excessive maintenance.
- The SFMTA wishes to replace the existing digital video recording system (DVRS) with a reliable, technologically advanced system that has wireless download capability, health check monitoring capability, remote programming, real time viewing of images inside the bus by emergency responders from a distance of 500 yards in cases of emergency, and other capabilities as required in the Technical Specifications.
- The base order for the RFP will be for 357 revenue vehicles with options for 613 more vehicles depending on the availability of funds. The base order is estimated to cost \$6.0 million while the option is estimated to cost \$14.3 million.
- Based on the response received from an RFQ issued by the SFMTA on January 12, 2011, it was deemed that the desired system is available and that there were enough qualified vendors to issue an RFP.
- Funding for this project is being provided through a combination of Department of Homeland Security and state grants (I-Bonds).

**ENCLOSURES:**

1. SFMTA Board Resolution
2. RFP

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE

\_\_\_\_\_

\_\_\_\_\_

DIRECTOR

\_\_\_\_\_

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION  
BE RETURNED TO

Elson Hao

**ASSIGNED SFMTAB CALENDAR DATE:** \_\_\_\_\_

## **PAGE 2**

### **PURPOSE:**

The purpose of this project is to replace the existing video surveillance systems in SFMTA's fleet of revenue vehicles with a reliable and technologically advanced system to increase passenger safety and improve reliability and maintainability of the system.

Pursuant to SFMTA Board Resolution No. 09-191, this Board must approve the issuance of all competitive solicitations for contracts that will require approval of the Board of Supervisors under Charter Section 9.118.

### **GOAL:**

The goal of this project is to improve equipment reliability in order to meet the following goal and objective of the SFMTA's Strategic Plan:

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

Objective No. 1.1: Improve safety and security across all modes of transportation

### **DESCRIPTION:**

#### **Scope of Work:**

The scope of this project is to remove and replace all existing digital video recording and surveillance system ("DVRS") equipment in San Francisco Municipal Transportation Agency ("SFMTA") revenue transit vehicles, including diesel and diesel hybrid buses, trolley coaches and LRVs (the "Project"). The Contractor shall be responsible for removing existing DVRS equipment from revenue transit vehicles and replacing it with new DVRS equipment. The work consists of supplying all materials, equipment, labor, and supervision necessary to remove and dispose of existing DVRS equipment and replacing it with new DVRS equipment that shall monitor and record events that occur inside, in front of, or on the side of the transit vehicles.

The transit vehicles to be included in the base contract of the project are 240 ETI Standard (40') Trolley Coaches, 33 ETI Articulated (60') Trolley Coaches, 40 New Flyer Articulated (60') Trolley Coaches, and 44 NABI clean-diesel Standard (40') coaches.

At the SFMTA's option, the replacement of the DVRS equipment in up to 613 additional transit vehicles may be exercised by the SFMTA as part of the contract. The option vehicles include 205 40-ft Neoplan buses, 124 60-ft Neoplan buses, 6 60-ft New Flyer buses, 41 Gillig buses, 56 40-ft Orion hybrid buses, 30 30-ft Orion hybrid buses, 151 Breda LRVs.

The DVRS equipment will include all fixed-end information system components, including wiring, cabling, hardware, and software that are required for installation, retrieval, viewing, and storage of recorded images. The DVRS equipment will provide the capability and expandability that allows for system additions and future technology.

The Contractor will install a new base station including servers, transmitters, receivers, antennas,

wireless access points, and other accessories needed to download data from transit vehicles to a central management system located in three SFMTA maintenance facilities for the base contract, including potentially the Potrero Division, the Presidio Division, and the Kirkland Division and five additional SFMTA maintenance facilities as an option, including Woods Division, Flynn Division, Geneva Yard, Metro Yard and Metro East Yard.

The Contractor will install wireless network equipment on transit vehicles and at the three maintenance facilities capable of wirelessly downloading any selected video(s) via current wireless protocols. The new DVRS, utilizing existing transit vehicle GPS technology, will have the ability to provide exact vehicle locations to the SFMTA's Operations Control Center for transit operations and law enforcement purposes. The DVRS equipment will also provide the ability for law enforcement or other authorized SFMTA personnel to view real-time transit vehicle video and audio recordings from a distance of up to 500 yards away from the vehicle.

The Contractor must comply with all applicable federal, state, and local laws and regulations. In addition, the Contractor will be required to adhere to all applicable standards of the Society of Automotive Engineers (SAE), Institute of Electronics and Electrical Engineers (IEEE), and National Television System Committee (NTSC). It is the full responsibility of the Contractor to dispose of all removed material (cabling, electronic equipment, and other related equipment) according to all applicable environmental regulations.

#### **ALTERNATIVES CONSIDERED:**

The alternative considered was to repair the existing digital video recording systems in the buses, however, the systems currently installed in the vehicles are based on 1990 technology and therefore outdated; it was determined that replacing the entire system with the latest DVRS technology will be a more appropriate course of action.

#### **FUNDING IMPACT:**

Funding for the base order portion of the project is coming from Federal Department of Homeland Security and State Prop 1B Infrastructure bonds. The base order is estimated to cost \$6.0 million. The option order is estimated to cost \$14.3 million and staff is seeking funding possibly by reprogramming previously awarded security funds. The project is only authorized to expend up to the amount of funds secured, which is currently \$6 million for the base contract.

#### **OTHER APPROVAL RECEIVED OR STILL REQUIRED:**

The contract will require approval from this Board and the Board of Supervisors.

The SFMTA will also seek approval of the contract from the Civil Service Commission for the installation work.

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

#### **RECOMMENDATIONS:**

Staff recommends that the SFMTA Board authorize the Director of Transportation to issue a Request for Proposals (RFP) for Contract No. CPT 637: Replacement of Video Surveillance

Systems in Revenue Vehicles.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The existing video surveillance systems in SFMTA's revenue fleet are outdated and require excessive maintenance; and,

WHEREAS, The SFMTA wishes to replace the existing digital video recording System (DVRS) with a reliable, technologically advanced system that has wireless download capability, health check monitoring capability, remote programming, real time viewing of images inside the bus by emergency responders from a distance of 500 yards in cases of emergency, and other capabilities as required in the Technical Specifications; and,

WHEREAS, The scope of this project is to replace all existing digital video recording and surveillance system ("DVRS") equipment in San Francisco Municipal Transportation Agency ("SFMTA") revenue transit vehicles, including diesel and diesel hybrid buses, trolley coaches, and LRVs; and

WHEREAS, The base order for the RFP will be for 357 revenue vehicles with an estimated cost of \$6,000,000, while the options for 613 more vehicles, is estimated to cost \$14,251,971 and will be exercised if funding becomes available: and,

WHEREAS, Based on the response received for an RFQ issued by the SFMTA on January 12, 2011, it was deemed that the desired system is available and that there were enough qualified vendors to issue an RFP; and,

WHEREAS, Funding for this project will come from a combination of federal grants (Department of Homeland Security) and state grants (I-Bonds); now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to issue a Request for Proposals for Contract No. CPT 637: Replacement of Video Surveillance Systems in Revenue Vehicles.

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

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

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

**Request for Proposals  
Replacement of Video Surveillance Systems in Revenue Vehicles**

**CONTRACT No. CPT 637  
VOLUME 1**

**September 23, 2011**

**PRE-PROPOSAL CONFERENCE DATE:  
October 14, 2011 at 10:00 AM**

**SUBMISSION DEADLINE DATE:  
October 28, 2011 at 2:00 pm**

**Request for Proposals for  
CONTRACT No. CPT 637  
Replacement of Video Surveillance Systems in Revenue Vehicles**

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**ATTACHMENT 1A: PRICE PROPOSAL – Base Contract**

**ATTACHMENT 1B: PRICE PROPOSAL – Option Contract**

**ATTACHMENT 1C: DELIVERY SCHEDULE – Base Contract**

**ATTACHMENT 1D: DELIVERY SCHEDULE – Option Contract**

**ATTACHMENT 2: SAMPLE CONTRACT**

**ATTACHMENT 3: CERTIFICATES**

## OFFICIAL ADVERTISEMENT

### I. NOTICE OF REQUEST FOR PROPOSALS

The San Francisco Municipal Transportation Agency ("SFMTA") desires to solicit formal proposals from interested and qualified proposers for Contract No. CPT 637 to replace the video surveillance systems in 357 rubber tire vehicles, with an option to replace video surveillance systems in 613 additional vehicles including the Neoplan Bus Fleet, Orion Bus Fleet, Gillig Bus Fleet, and Light Rail Vehicle (LRV) fleet. The new video surveillance systems will be required to perform certain functions to meet the operations and maintenance requirements of the SFMTA as described in the Request for Proposals (RFP), Volume 1, and in the Technical Specifications, Volume 2.

The contract shall be a firm fixed-price contract, with progress payments and liquidated damages as set forth in the terms of the contract. The contract award is subject to approval by the SFMTA Board of Directors and the Board of Supervisors. The contract is subject to financial assistance from California I-Bond grants (CALEMA) and Department of Homeland Security/FEMA grants.

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. The City and County of San Francisco notifies all proposers that it will ensure that small businesses will be afforded full opportunity to submit proposals in response to this Request for Proposals and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award. The successful proposer will be required to comply with the terms and conditions set forth in the Nondiscrimination in Contracts and Benefits provisions of Chapter 12B of the San Francisco Administrative Code.

A proposal bond (bid bond), a cashier's or certified check, or a money order in the amount of \$250,000 must accompany each Price Proposal. Prior to award, the successful proposer will be required to furnish to the City a performance bond in the amount of 50 percent of the total contract amount and evidence of insurance as specified in the contract documents. The SFMTA reserves the right to reject any and all proposals. Proposer's Price Proposal offer shall remain in effect for 180 calendar days.

**Technical proposals, price bids and completed forms must be submitted and received by SFMTA by 2:00 PM PDT, October 28, 2011 at the following address.**

San Francisco Municipal Transportation Agency  
Contract Administration  
700 Pennsylvania Avenue, Room C127  
San Francisco, CA 94107  
Attention: Ms. Rosa Rankin

Prospective proposers may obtain the RFP, Volume 1 and Volume 2 (the "Technical Specifications"), and additional information and addenda, including the forms to be submitted with the proposal, by contacting Rosa Rankin at (415) 401-3107 or writing to SFMTA, Attention: Rosa Rankin, 700 Pennsylvania Avenue, C127, San Francisco, California, 94107.



The Contract Administration Section keeps the official bidders' list and only notifies proposers on this list of any changes.

Prospective proposers should contact Lome Aseron at the SFMTA Contract Compliance Office at (415) 701-5332 prior to submitting a proposal or with any questions to discuss the Nondiscrimination Requirements.

A Pre-Proposal Conference will be held on October 14, 2011 at 10:00 AM PDT, at 700 Pennsylvania Avenue, Bldg D, 1<sup>st</sup> Floor, Room D106, San Francisco, CA 94107 to discuss the RFP and the Nondiscrimination Requirements.

The SFMTA is committed to the participation of Disadvantaged Business Enterprises (DBEs), Small Business Enterprises (SBEs), and Local Business Enterprises (LBEs). SFMTA strongly encourages the prime contractor to make every good faith effort to include DBEs, SBEs, and LBEs to perform meaningful work in all aspects of this project.

Website links for finding Certified DBEs/SBEs/LBEs:

Certified Disadvantaged Businesses Enterprise at:

<http://www.dot.ca.gov/ucp/GetLicenseForm.do> (*or*

[http://www.dot.ca.gov/hq/bep/dbe\\_query.htm](http://www.dot.ca.gov/hq/bep/dbe_query.htm) )

Certified Small Business Enterprises at:

<http://www.bidsync.com//DPXBisCASB>

Certified Local Business Enterprises at:

[http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS\\_1.htm](http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlistS_1.htm)

Questions concerning the Nondiscrimination Requirements should be referred to Lome Aseron, SFMTA Contract Compliance Office, 1 South Van Ness Avenue, 6th Floor, San Francisco, CA 94103, Phone: (415) 701-5332; Fax: (415) 701-4347; Email: [lome.aseron@sfmta.com](mailto:lome.aseron@sfmta.com).

Questions regarding the Scope of Work of this RFP should be addressed to Ms. Rosa Rankin at 700 Pennsylvania Avenue, C127, San Francisco, CA 94107, phone number (415) 401-3107, fax (415) 401-3267.

## **II. REQUEST FOR PROPOSALS**

### **A. INTRODUCTION**

The San Francisco Municipal Transportation Agency (SFMTA) desires to retain qualified contractors to replace its digital video recording and surveillance systems (DVRs Equipment) in up to 357 transit vehicles, with an option to purchase additional DVRs Equipment for installation in up to 613 other SFMTA buses and light rail vehicles (LRVs). The new DVRs Equipment will be required to perform certain functions to meet operations and maintenance requirements. The SFMTA requests transit bus video surveillance manufacturers and suppliers to submit a proposal that will meet all the operational and maintenance requirements of the SFMTA as set forth in the Technical Specifications.

The proposal shall explain how the Contractor's system meets each and every requirement of the Specifications. The explanation shall include published data, wiring line diagrams, design data, or sample data from other properties that will clearly show that the system meets the requirements of the Technical Specifications.

SFMTA shall make transit vehicles available for inspection after the pre-proposal meeting and by appointment no later than five days prior to the deadline for submittal of responses to the RFP. No additional separate inspections will be arranged for subcontractors or suppliers.

The proposal shall include computer servers for wayside equipment, viewing stations, diagnostic tools and spare parts as shown in Attachment 1A – Price Proposal for Base Contract.

The SFMTA may exercise the option by notifying the Contractor within one year from the issuance of the Notice to Proceed for the original Contract.

### **B. SCOPE OF WORK**

The scope of work for this RFP is detailed in the Technical Specifications, but in general shall include the following:

1. Remove all existing DVRs Equipment in the transit vehicles listed in the Technical Specifications.
2. Supply and install new DVRs Equipment in the transit vehicles listed in the Technical Specifications.
3. Supply and install all needed wayside equipment (antenna, transmitter, receiver, server, computer, software programs, etc) at specified maintenance facilities.
4. Supply equipment and spare parts as shown in Attachment 1A - Price Proposal for Base Contract and specified in the Technical Specifications.
5. At SFMTA's election, perform the work and supply the equipment as shown in Attachment 1B – Price Proposal for Option Vehicles

The Technical Specifications define the functional requirements for design, installation, operation, delivery, testing, commissioning, and warranty of the new DVRS Equipment. These Specifications have been developed on the basis of operational and maintenance performance requirements.

While the Technical Specifications are intended to be comprehensive, they do not show the exact details of the work to be performed. The Contractor shall not be relieved of the overall responsibility of providing an adequate design of these transit vehicles for SFMTA service conditions. These transit vehicles will be in regular daily SFMTA revenue service, and as such, the Contractor should be aware of the vehicle installation requirements described in the Technical Specifications, including installation between the times of 7 PM and 5 AM, and that SFMTA will provide a maximum of three vehicles from each maintenance facility for each shift.

The successful Contractor will be required to repair, refit, test, and commission the DVRS Equipment in each transit vehicle completely back into revenue service in the same configuration as the rest of the fleet as required in the Technical Specifications. The Contractor shall be responsible for any damage to these transit vehicles or their components while the transit vehicles are in the Contractor's possession as provided for in the Technical Specifications and the other Contract Documents. Prior to starting work on the replacement and installation of the DVRS, the Contractor shall submit documentation as detailed in the Technical Specifications.

The SFMTA will provide all available vehicle-related documentation (e.g., maintenance manuals with overhaul instructions and parts lists) to the successful proposer. SFMTA maintenance staff will work with the Contractor to create a detailed and accurate "drill point" diagram for all holes or openings being made in the vehicle in order to avoid structural or component, wiring or cosmetic damage to the vehicle. SFMTA maintenance staff will perform acceptance testing in accordance with the Technical Specifications, the DVRS Equipment manufacturer procedures, as well as the quality assurance verification prior to accepting a transit vehicle from the Contractor.

The Contractor shall provide warranty support as detailed in the Technical Specifications.

The Contractor shall supply all labor, inspections, engineering, tools, materials, parts, facilities, and equipment required to install a reliable DVRS Equipment that meets all the operational and maintenance requirements of the SFMTA and all requirements specified in the Contract Documents.

### **C. PROPOSALS**

Prospective proposers shall submit a formal proposal to supply and install a complete DVRS Equipment system for up to 357 transit vehicles in accordance with this RFP, with an option to replace video surveillance systems in 613 additional vehicles, including the Neoplan Bus fleet, Orion Bus fleet, Gillig Bus fleet, and LRV fleet. The proposer shall submit with its proposal any additional information that the proposer feels will assist in the evaluation of its proposal. Any proposal submitted must comply with the requirements of this RFP, including all applicable federal, state, and local laws, and shall be signed by an officer legally authorized to bind the proposer to a contract. Proposals shall be submitted to SFMTA in writing, in the time and in the manner described in this RFP. Each proposer shall ensure that each potential subcontractor, major vendor and supplier has obtained a complete copy of the RFP Volumes 1 and 2.

## **D. TIME AND PLACE FOR SUBMISSION OF PROPOSALS**

Proposals must be received by the SFMTA no later than 2:00 p.m., PDT, on October 28, 2011. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or mailed to:

San Francisco Municipal Transportation Agency  
Contract Administration  
700 Pennsylvania Avenue, C127  
San Francisco, CA 94107  
Attention: Ms. Rosa Rankin

Proposers shall submit 8 copies of their proposal to the address indicated above. Each proposal received will be screened to ensure that all information required in this RFP is included. Partial or complete omission of any of these items from a proposal may disqualify proposals from further consideration. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

## **E. FORMAT AND CONTENT OF PROPOSAL**

### **1. Introduction and Executive Summary (2 pages maximum)**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal.

### **2. Technical Proposal (30 pages maximum)**

- a. Provide a technical description of the DVRS Equipment replacement to be installed on SFMTA transit vehicles. The Technical Proposal shall demonstrate that all the equipment integrates and satisfies the operational and maintenance requirements in the Technical Specifications, and that materials and equipment supplied will be in compliance with the Technical Specifications. The Technical Proposal shall present a concise, detailed technical description of the work to be performed, including dismantling, inspection, new equipment installation, assembly and testing of the video surveillance system.

The submittal sections shall be arranged so that sections reflect the format of the relevant Technical Specifications section. General statements or overall descriptions may be used to supplement the material presented. The format, style, and integrated nature of each submittal shall reflect the fact that the proposer, rather than a supplier, is submitting the Technical Proposal. The proposals shall be submitted in a three-ring binder, and all pages shall be double-sided, to the maximum extent feasible, and on 8.5 by 11 inch recycled paper. The proposer may provide 11 by 17 inch foldout drawings, in addition to the drawings specifically requested below. Supplier promotional brochures should not be included unless they provide pertinent technical information.

- b. In order to facilitate SFMTA's review, each proposer must also include a summary section demonstrating how the proposal is in compliance with technical requirements found in Section 2, and Sections 3.1 and 3.2 of the Technical Specifications. The proposer shall include tabs in the summary section that correspond to the each paragraph number in the Technical Specifications. The response to each paragraph shall be contained within its respective tab. Each response should include all information requested, be fully self-contained, and not reference attachments that may be in other sections of the proposal. These responses should be clear and concise, and completely explain how the proposer will meet the stated objectives without additional explanation or information. Brevity and clarity are desired. Statements merely indicating that the proposer will meet specific requirements are not acceptable.

Contractor shall provide specific video clips, pictures, wiring diagrams, working software samples, design data, published data, etc that directly address the requirements as specified.

The Contractor shall identify the exact make and model # of the equipment or device that is being proposed and should be highlighted or noted on the product data bulletin that is sent with the proposal.

### **3. Firm Qualifications and Experience (5 pages maximum)**

Provide the full name, address, and phone number of the contact person at the prime firm, and any subcontractors, of the proposer's team. For all identified firms, provide the type of ownership, number of years each firm has been in business under the present business name (and any other prior names), and the number of years of experience in rehabilitating transit vehicles, or the work for which the firm is listed in the proposal.

Include a description of the proposer's qualifications and experience, especially as they relate to the services sought in this RFP. The description of the proposer's qualifications should include all relevant experience with the following: 1) electrical wiring, 2) component installation, and 3) troubleshooting expertise and capability.

List all DVRS Equipment installation contracts performed by the proposer during the past three years, including customer, type of vehicle and scope of work, quantity, major vendors, a brief description of the system, contractual delivery schedule, actual delivery schedule, contractual price and final price. Supply at least three references that SFMTA can contact: a contact person for each customer, including name, title, address and telephone number. Also indicate the extent of the proposer's responsibility (i.e., total systems, camera only, DVR only, etc.).

For the prime contractor and key subcontractors, name the key personnel who will have responsibilities for the services proposed. Identify the individual who will be SFMTA's single point of contact for this project and will direct, coordinate, and control the contract. For each of the key personnel, specify his or her experience and qualifications, proposed project role, years with your firm, and years of experience in their assigned responsibilities of this project. Include a written assurance that the key individuals listed will be performing the work and will not be substituted with other personnel or

reassigned to another project without the City's prior approval.

Attach brief resumes of key personnel assigned to this project for each firm listed. Resumes will not be considered in the determination of the page limit.

#### **4. Project Organization and Approach (20 pages maximum)**

- a. General Design/Installation Plan. Describe the Contractor's organization and intended interface between the Contractor and SFMTA's staff for the program management and design review process. Describe the organization responsible for preparation of workflow plans, schedules, procedures, quality control, material control, etc., at the final assembly location. Provide a baseline Critical Path Method (CPM) schedule with the proposal.

Provide a general design/installation plan describing the tasks required to complete the design and installation. The purpose of the general design/installation plan is to demonstrate an understanding of the work required. If subcontractors will be performing major systems work, identify them by name and work locations. Describe the approach for systems integration as required by the equipment being purchased.

- b. Quality Control: Describe the proposer's quality control system. Provide a plan outline of the quality assurance program stipulated in the Technical Specifications, including approach, organization, sample procedures, sample documentation, and feedback mechanisms to ensure that identified deficiencies are not repeated. Provide details on the system support to be provided in accordance with the Technical Specifications, including site technical support, personnel training, manuals and special tools/diagnostics.
- c. Final Inspection and Testing: Describe the approach to the final acceptance and testing of the DVRS Equipment installation on transit vehicles, the type of testing to take place and how the results are to be documented.
- d. Joint Venture: If the proposer is a joint venture, provide a copy of any all written contracts or understandings that exist between each party to the joint venture. The duties and responsibilities of each joint venture partner must be clearly identified. Such explanation shall fully discuss and identify the responsibility of the joint venture for performing the services and complying with the Contract requirements.

#### **5. Project Delivery Schedule**

The Project Delivery Schedule shall be submitted on the Project Delivery Schedule Form (see Attachment 1C and 1D).

#### **6. Price Proposal**

The Price Proposal shall be submitted to SFMTA on the proposal due date, in a separate sealed envelope labeled with the contract number and title. Price Proposals that exclude

or restrict cost items necessary for a proposer to perform the specified scope of services are not acceptable and may be considered by SFMTA as nonresponsive.

The Price Proposal shall be submitted on the Price Proposal Form (see Attachment 1A and 1B), along with any other additional information required to make it complete.

The proposed prices shall be valid for 180 calendar days from the Price Proposal due date.

The proposer shall carefully review all requirements of the sample contract in this RFP prior to preparation of its Price Proposal. In preparation of its Price Proposal, the proposer must assume that SFMTA will not make modifications to the terms of the contract as attached.

## **F. OTHER REQUIRED DOCUMENTS**

In addition to the requirements for the proposal discussed above, firms that want to be considered for this contract must submit the following as part of the appendix to their proposals:

1. Completed Business Tax Declaration;
2. Completed 12B Business Ordinance Declaration Form;
3. Completed Certification Regarding Lobbying;
4. W9 Form;
5. Letters from Subcontractors/Vendors certifying receipt of RFP;
6. Attestation of Compliance.

Note: The following forms are not included in this version of the RFP:

- 1) Form W9 Request for Taxpayer Identification Number and Certification
- 2) [City and County of San Francisco Vendor Packet at: http://www.sf-hrc.org/Modules/ShowDocument.aspx?documentid=564](http://www.sf-hrc.org/Modules/ShowDocument.aspx?documentid=564)
- 3) [S.F. Administrative Code Chapter 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits at: http://sf-hrc.org/Modules/ShowDocument.aspx?documentid=872%20](http://sf-hrc.org/Modules/ShowDocument.aspx?documentid=872%20)

## **G. RESPONSIBILITY OF PROPOSER (MINIMUM QUALIFICATIONS)**

SFMTA will only award a Contract to a firm that it has determined to be responsible. The proposer shall furnish adequate documentation with its proposal to permit SFMTA to determine the responsibility of the proposer. A responsible contractor is one that meets the following minimum qualifications:

1. Has a minimum of five years of previous transit experience performing as a prime contractor in integrating transit vehicle DVRS Equipment.

2. Is factory certified for the DVRS Equipment being installed.
3. Submit documentation to demonstrate that Contractor will only use suppliers for subsystems, elements, and components that have supplied such equipment for use on public transit vehicles.
4. Has sufficient financial resources to satisfactorily perform all work required under the contract. The proposer should provide three years of audited financial statements, including profit and loss statements, for years 2007-2010, so that the SFMTA can make that determination.
5. Submit a commitment from a surety licensed in California to provide the proposer with a performance bond and labor and materials bond, each valued at 50% of the contract amount (see Section 15 of sample contract for bonding requirements).

## **H. EVALUATION PROCESS**

1. Qualification: A Selection Committee will evaluate the proposals of all responsible bidders based on the evaluation criteria outlined below. Firms may be required to submit additional information to clarify their proposals at any time during the evaluation process.
2. Evaluation Criteria: Only responsible bid proposals, as determined in Section G, will be evaluated and scored on the basis of the following criteria:
  - a. Technical Proposal (30 points maximum): Proposers will be evaluated on their understanding of the services to be provided and their technical capabilities for performing each section of the Technical Proposal.
  - b. Firm Qualifications and Experience (10 points maximum): This criterion includes specific relevant experience and qualifications of the proposer and key personnel of the proposer, and proposed subcontractors.
  - c. Project Organization and Approach (10 points maximum): Proposers will be evaluated on the effectiveness of the proposer's organizational project management structure and their capability to execute and manage the project. This will include the overall approach for coordinating and managing all work activities to meet project schedules, and managing quality control and testing.
  - d. Price Proposal (30 points maximum): The total amount of points for this section will be awarded to the proposer who has the lowest price based on the grand total listed in ATTACHMENT 1A (including the Optional Equipment). Total points for all other proposers will be calculated by dividing the higher price into the lowest price in order to determine a percentage. That percentage will then be multiplied times the total points available for this section in order to arrive at the points awarded for that higher price.

For example: Assuming 30 total points are available for this section and four firms were to bid \$30,000, \$40,000, \$50,000 and \$60,000, respectively, the lowest



price bid of \$30,000 would receive the maximum 30 points for this section. The next higher price bid (\$40,000) would be divided into the lowest price bid (\$30,000) to determine the percentage (0.75 or 75%) -- 75% of 30 points is 22.5 (points) awarded to the firm that bid \$40,000. All other bid prices would be calculated in the same manner (18 points for the \$50,000 bid price and 15 points for the \$60,000 bid price).

- e. Delivery Schedule (20 points maximum): A proposer's project delivery schedule shall be evaluated based on how close they reflect SFMTA's preferred schedule. (See Exhibit B: Preferred Project Delivery Schedule in Sample Agreement). The proposer shall receive 100% (or 20 points) for exact duplication of SFMTA's preferred delivery schedules and 0% (0 points) for a difference of 180 days or more between the SFMTA's preferred delivery schedule and the proposer's project delivery schedule, according to the following formula:

$$20 \times [1 - (\text{number of days late}/180)]$$

For example: If the four firms' proposals were 0, 60, 120 and 180 days later than the preferred schedule, the 0-day proposal would receive the maximum 20 points for this section. The 60-day proposal would receive 13.33 points. The 120-day proposal would receive 6.67 points. The 180-day proposal would receive 0 points.

The proposer with the highest overall score will be recommended for contract award. In the event of a single responsive proposer, the SFMTA reserves the right to negotiate price in compliance with City and federal guidelines.

## **I. FEDERAL AND LOCAL REQUIREMENTS**

### **1. NONDISCRIMINATION IN CITY CONTRACTING – EQUAL BENEFITS ORDINANCE**

Chapter 12B and 12C of the Administrative Code are incorporated by reference as though fully set forth herein. Chapter 12B and 12C prohibit discrimination by city proposers in employment, the use of property and the provision of employee benefits.

Please refer to the City and County of San Francisco Human Rights Commission (HRC) website at: <http://www.sf-hrc.org/> regarding the Nondiscrimination Program mandated by Chapter 12B of the San Francisco Administrative Code. Documentation regarding Charter 12B and 12C compliance must be on file with or submitted to the HRC. For further information, contact Mr. Yong K. Lee at (415) 252-2514.

The successful proposer must agree to abide by the following standard contract provisions regarding Chapter 12B and 12C:

- a. Nondiscrimination and Penalties
  - i. 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.

- ii. Subcontracts. Contractor shall incorporate by reference in all subcontracts, the provisions of Sections 12B.2(a), 12B.2(c)12B.2(k) and 12C.3 of the San Francisco Administrative Code, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of their Agreement with the City.
- iii. Nondiscrimination in Benefits. Contractor does not as of the date of their Agreement and will not during the term of their Agreement, in any of its operations within the United States, discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- iv. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Nondiscrimination in Contracts and Benefits" form and secure the approval of the form by the SF Human Rights Commission. See HRC's website at: [http://www.sfgov.org/site/sfhumanrights\\_index.asp?id=5902#benefits](http://www.sfgov.org/site/sfhumanrights_index.asp?id=5902#benefits) for the Equal Benefits Quick Reference Guide and the S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form.
- v. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of their Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the revisions that apply to their Agreement under Chapter 12B and 12C of the Administrative Code, including but not limited to remedies provided in such Chapters. Without limiting the foregoing, 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.

## **J. PRE-PROPOSAL CONFERENCE**

Proposers are encouraged to attend a pre-proposal conference on October 14, 2011, at 10:00 am PDT, to be held at the following address:

San Francisco Municipal Transportation Agency  
700 Pennsylvania Avenue, Bldg D, 1<sup>st</sup> Floor, Room D106  
San Francisco, CA 94107

SFMTA encourages the submittal of written questions at least seven days prior to the pre-proposal conference. The questions should be sent by e-mail or fax to Ms. Rosa Rankin, Rosa.Rankin@sfmta.com; Phone: (415) 401-3107; Fax: (415) 401-3267.

The City will only keep a record of all parties who request and receive copies of the RFP from the SFMTA Contract Administration Section. Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the SFMTA Contract Administration Section, as well as on the City's Office of Contract Administration (OCA) website at <http://mission.sfgov.org/OCABidPublication/>. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP from the SFMTA Contract Administration Section and will be posted on the City's OCA website. The SFMTA may not respond to questions or requests from proposers received 10 calendar days prior to the proposal due date.

## **K. GENERAL CONDITIONS**

### **1. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the SFMTA, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the SFMTA promptly after discovery, but in no event later than 15 calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Questions regarding this RFP should be addressed in writing to:

Ms. Rosa Rankin  
700 Pennsylvania Avenue, C127  
San Francisco, CA 94103  
Phone (415) 401-3107  
Fax (415) 401-3267  
Rosa.Rankin@sfmta.com

Questions sent via facsimile transmission or email are acceptable; however, it is the responsibility of the sender to ensure that the transmission was sent properly and received by Ms. Rankin. SFMTA will send responses in writing, along with all the questions received, to all official recipients of this RFP, and they will be posted on the City's OCA website. All questions must be received by SFMTA no later than 5:00 p.m. 10 calendar days prior to the proposal due date. SFMTA may or may not respond to questions received after that time.

## 2. 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 10 calendar days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

## 3. Addenda to RFP

The SFMTA may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be posted on the City's OCA website and sent by email and if necessary by facsimile, to each firm listed with the SFMTA as having received a copy of the RFP for proposal purposes. The SFMTA will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the SFMTA prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer call Ms. Rankin, (415) 401-3107, before submitting its proposal to determine if the proposer has received all addenda.

## 4. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anticompetitive activity.

## 5. Revision of Proposal

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

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

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

## 6. Errors and Omissions in Proposal

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

## 7. Financial Responsibility

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

#### 8. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

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

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

1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 5812300.

#### 9. Sunshine Ordinance

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

#### 10. Public Access to Meetings and Records

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

#### 11. Reservations of Rights by the SFMTA

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

- a. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- b. Reject any or all proposals
- c. Reissue a Request for Proposals
- d. 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.
- e. Procure any materials, equipment or services specified in this RFP by any

- other means; or
- f. Determine that no project will be pursued.

## 12. No Waiver

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

## 13. Communications Prior to Contract Award

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

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

All firms and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process.

However, a person who represents a Proposer or potential Proposer may contact 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 will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and if required, by

the San Francisco Board of Supervisors.

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

An executed Attestation of Compliance (Attachment 3D) 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 nonresponsive 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.

### **III. CONTRACT REQUIREMENTS**

#### **A. Standard Contract Provisions**

The successful proposer will be required to enter into a contract substantially in the form as shown in Attachment 2 – Sample Contract. Failure to timely execute the contract, or to furnish any and all certificates, bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The SFMTA, in its sole discretion, may select another firm and may proceed against the original selected for damages.

#### **B. 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 Sample Agreement appended to this RFP. For the amount of hourly gross compensation currently required under the MCO, see [http://www.sfgov.org/site/olse\\_index.asp?id=81788](http://www.sfgov.org/site/olse_index.asp?id=81788) . 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: <http://sfgsa.org/index.aspx?page=403>](http://www.sfgov.org/site/olse_index.asp?id=81788) .

#### **C. Health Care Accountability Ordinance**

The successful bidder is encouraged 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: <http://sfgsa.org/index.aspx?page=407>](http://www.sfgov.org/site/olse_index.asp?id=81788) .

#### **D. First Source Hiring Program (FSHP)**



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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the [FSHP is available on the web at: http://www.sfgov2.org/index.aspx?page=935](http://www.sfgov2.org/index.aspx?page=935) .

#### E. 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.

### IV. CERTIFICATIONS

#### A. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

Lower Tier Covered Transactions (Third Party contracts over \$25,000)

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

The certification in this clause is a material representation of fact relied upon by the San Francisco Municipal Transportation Agency ("SFMTA"). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Parts 180, Subpart C and 3000, 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.

#### B. Certification Regarding Lobbying

All prospective proposers are required to complete and submit along with their proposals, the certification form in Attachment 3A regarding lobbying. The same certification shall be obtained and submitted from all lower tier participants (sub-consultants, suppliers, etc.) with work greater than \$100,000.

#### C. San Francisco Business Tax Certificate

San Francisco Ordinance No. 34588 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. The Business Tax Declaration (Attachment 3B) should be completed and submitted with the proposal.

## **V. DELIVERY SCHEDULE**

See Exhibit B and B1 of the Sample Contract (Attachment 2).

## **VI. PAYMENT SCHEDULE**

See Exhibit D and D1 of the Sample Contract (Attachment 2).

## **VII. PROTEST PROCEDURES**

### **A. Protest of Non-Responsiveness Determination**

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

The SFMTA reserves the right to proceed the proposal selection process with the responsive proposers during the five-day protest period. The SFMTA will cease the proposal selection process only when it receives a notification of decision that is in favor of the protestor.

### **B. Protest of Contract Award**

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

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

The SFMTA reserves the right to proceed the contract negotiation with the highest scored proposer during the five-day protest period. The SFMTA will cease contract negotiation only when it receives a notification of decision that is in favor of the protestor.

### **C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means

that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

San Francisco Municipal Transportation Agency  
Contract Administration  
700 Pennsylvania Avenue, Room C127  
San Francisco, CA 94107  
Attention: Ms. Rosa Rankin

**ATTACHMENT 1A: PRICE PROPOSAL FOR BASE CONTRACT**

Contractor shall provide accurate bid item prices for the bid items listed below. Depending on funding availability, the City has discretion to award up to the maximum number of video surveillance systems detailed below.

Item No.	DVRS Equipment Replacement	Unit Price	Quantity	Extended Price
1	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA’s 40-ft NABI Coaches	\$ _____	44	\$ _____
2	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA’s 60-ft articulated NF Trolley Coaches	\$ _____	40	\$ _____
3	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA’s 60-ft Articulated ETI Trolley Coaches	\$ _____	33	\$ _____
4	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA’s 40-ft ETI Trolley Coaches	\$ _____	240	\$ _____
5	Supply All Hardware (including software) and Equipment for a Complete Wayside System in Three Bus Yards (Potrero, Presidio, Kirkland)	\$ _____	3	\$ _____
6	Labor To Install Video Surveillance System in SFMTA’s 40-ft NABI Coaches	\$ _____	44	\$ _____
7	Labor To Install Video Surveillance System in SFMTA’s 60-ft articulated NF Trolley Coaches	\$ _____	40	\$ _____
8	Labor To Install Video Surveillance System in SFMTA’s 60-ft Articulated ETI Trolley Coaches	\$ _____	33	\$ _____
9	Labor To Install Video Surveillance System in SFMTA’s 40-ft ETI Trolley Coaches	\$ _____	240	\$ _____
10	Labor To Install Wayside Equipment in One Bus Yards (3 total - Potrero, Presidio, Kirkland)	\$ _____	3	\$ _____
11	Viewing Stations	\$ _____	7	\$ _____
12	Labor To Install and Start-up Viewing Stations	\$ _____	7	\$ _____
13	Special Tools and Diagnostic Equipments	\$ _____	8	\$ _____
14	Miniature Access Point on SFMTA MRO/MRU Vehicles	\$ _____	6	\$ _____
15	Labor to Install and Start-up/Test Miniature Access Point in SFMTA MRO/MRU Vehicles	\$ _____	6	\$ _____
16	Spare DVR	\$ _____	40	\$ _____
17	Spare Hard Drives (double the quantity if hard drives for bus surveillance and TOLE are the same)	\$ _____	200	\$ _____
18	Spare Removable Solid State media (if applicable to system being proposed)	\$ _____	200	\$ _____
19	Spare Cameras	\$ _____	400	\$ _____
20	Operating, Maintenance, & Parts Manuals	\$ _____	4	\$ _____

GRAND TOTAL – Base Contract \$ \_\_\_\_\_

## ATTACHMENT 1B: PRICE PROPOSAL OPTION VEHICLES

Contractor shall provide accurate bid item prices for the bid items listed below. Depending on funding availability, the City has discretion to award up to the maximum number of video surveillance systems detailed below.

Item No.	DVRS Equipment Replacement	Unit Price	Quantity	Extended Price
1	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA's 40-ft Neoplan Coaches	\$ _____	205	\$ _____
2	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA's 60-ft articulated Neoplan Coaches	\$ _____	124	\$ _____
3	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA's 60-ft Articulated NF Coaches	\$ _____	6	\$ _____
4	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA's 40-ft Gillig Coaches	\$ _____	41	\$ _____
5	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA's 40-ft Orion Coaches	\$ _____	56	\$ _____
6	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA's 30-ft Orion Coaches	\$ _____	30	\$ _____
7	Supply All Hardware (including software) and Equipment for a Complete Video Surveillance System in SFMTA's Breda Light Rail Vehicles	\$ _____	151	\$ _____
8	Supply All Hardware (including software) and Equipment for a Complete Wayside System in one Maintenance Yard (4 total - Woods, Flynn, Metro, MME)	\$ _____	4	\$ _____
9	Labor To Install Video Surveillance System in SFMTA's 40-ft Neoplan Coaches	\$ _____	205	\$ _____
10	Labor To Install Video Surveillance System in SFMTA's 60-ft articulated Neoplan Coaches	\$ _____	124	\$ _____
11	Labor To Install Video Surveillance System in SFMTA's 60-ft Articulated NF Coaches	\$ _____	6	\$ _____
12	Labor To Install Video Surveillance System in SFMTA's 40-ft Gillig Coaches	\$ _____	41	\$ _____
13	Labor To Install Video Surveillance System in SFMTA's 40-ft Orion Coaches	\$ _____	56	\$ _____
14	Labor To Install Video Surveillance System in SFMTA's 30-ft Orion Coaches	\$ _____	30	\$ _____
15	Labor To Install Video Surveillance System in SFMTA's Breda Light Rail Vehicles	\$ _____	151	\$ _____
16	Labor To Install Wayside Equipment in One Maintenance Yard (4 total – Woods, Flynn, Metro, MME)	\$ _____	4	\$ _____
17	Viewing Station	\$ _____	6	\$ _____
18	Labor to Install and Start-up Viewing Stations	\$ _____	6	\$ _____
19	Spare DVRs	\$ _____	70	\$ _____

<b>Item No.</b>	<b>DVRS Equipment Replacement</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Extended Price</b>
20	Spare Hard Drives (double the quantity if hard drives for bus surveillance and TOLE are the same)	\$_____	400	\$_____
21	Spare Removable Solid State media (if applicable to system being proposed)	\$_____	400	\$_____
22	Spare Cameras	\$_____	800	\$_____

GRAND TOTAL - Option \$\_\_\_\_\_

**ATTACHMENT 1C: PROJECT DELIVERY SCHEDULE FOR BASE CONTRACT**

Completion of items as indicated below shall occur before the time periods listed have elapsed after the Notice-to-Proceed unless otherwise specified.

Item - Base Contract	Calendar Days
1 Detailed Project Schedule	
2 Begin Prototype Installation	
3 Complete Prototype Installation	
4 Complete Delivery of Publications (Manuals, Parts Book, Drawings)	
5 Complete Delivery of Spare Parts	
6 Complete Delivery and Installation of Viewing Station	
7 Complete Delivery of Special Tools & Diagnostic Equipment	
8 Complete Installation of Wayside Equipment and Miniature Access Points in MRO/MRU Vehicles	
9 Complete Installation of the DVRS Equipment on the last Vehicle after Prototype Approval	

**ATTACHMENT 1D: PROJECT DELIVERY SCHEDULE FOR OPTION VEHICLES**

Completion of items as indicated below shall occur before the time periods listed have elapsed.

Item – Option Vehicles	Calendar Days after Notice-to-Proceed for the Option Vehicles
1 Complete Installation of Wayside Equipment	
2 Complete Delivery and Installation of Viewing Stations	
3 Complete Delivery of Spare Parts	
4 Complete Installation of the DVRS Equipment on the last Vehicle	

**Deliveries:**

Due to service demands, SFMTA can only allow the Contractor to work on the Vehicles between the hours of 7:00 pm and 5:00am Monday through Friday or between 7:00 am and 5:00 pm Saturdays and Sunday. It may be possible to change the proposed night time work schedule to the morning hours but that will depend on the availability of the transit vehicles. Work will be performed in the maintenance yards where the buses are parked.