

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

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

DIVISION: Traffic Engineering

BRIEF DESCRIPTION: Approving traffic modifications itemized below

SUMMARY:

ENCLOSURES:

1. MTAB Resolution

APPROVALS:	DATE
DIRECTOR OF DIVISION PREPARING ITEM _____	_____
EXECUTIVE DIRECTOR/CEO _____	_____
SECRETARY _____	_____

ADOPTED RESOLUTION BE
RETURNED TO Kathleen Zierolf, Traffic Engineering 701-4686

ASSIGNED MTAB CALENDAR DATE: _____

ITEMS:

- A. ESTABLISH - SPEED CUSHIONS - Oakdale Avenue between Ingalls Street and Baldwin Court; Oakdale Avenue between Baldwin Court and Griffith Street; Moscow Street between Excelsior and Brazil Avenues; Moscow Street between Russia and France Avenues; and, Circular Avenue between Monterey Boulevard and Baden Avenue. **P.H. 4/20/07 and 3/23/07 Requested by: Resident**
- B. ESTABLISH - SPEED HUMPS -Madrid Street between Persia and Russia Avenues; Madrid Street between Avalon and Peru Avenues; Athens Street between France and Italy Avenues; Lisbon Street between Avalon and Peru Avenues; Circular Avenue between Congo Street and Staples Avenue; and, Circular Avenue between Baden Street and Flood Avenue. **P.H. 4/20/07 and 3/23/07 Requested by: Resident**
- C. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING (SOUTHBOUND DIRECTION) AND ESTABLISH - DIAGONAL (45-DEGREE ANGLE) PARKING (NORTHBOUND DIRECTION)-Van Ness Avenue, center of the street, from North Point Street to 270 feet northerly at a proposed center island. **P.H. 4/20/07 Requested by: DPT**

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

RESOLUTION No. _____

WHEREAS, The Traffic Engineering Division of the Department of Parking and Traffic has received a request, or identified a need for traffic modifications as follows:

- A. ESTABLISH - SPEED CUSHIONS - Oakdale Avenue between Ingalls Street and Baldwin Court; Oakdale Avenue between Baldwin Court and Griffith Street; Moscow Street between Excelsior and Brazil Avenues; Moscow Street between Russia and France Avenues; and, Circular Avenue between Monterey Boulevard and Baden Avenue.
- B. ESTABLISH -SPEED HUMPS –Madrid Street between Persia and Russia Avenues; Madrid Street between Avalon and Peru Avenues; Athens Street between France and Italy Avenues; Lisbon Street between Avalon and Peru Avenues; Circular Avenue between Congo Street and Staples Avenue; and, Circular Avenue between Baden Street and Flood Avenue.
- C. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING (SOUTHBOUND DIRECTION) AND ESTABLISH - DIAGONAL (45-DEGREE ANGLE) PARKING (NORTHBOUND DIRECTION)-Van Ness Avenue, center of the street, from North Point Street to 270 feet northerly at a proposed center island.

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors, upon recommendation of the Director of Transportation and the Deputy Director of the Department of Parking and Traffic, does hereby approve the changes as attached.

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

Secretary, Municipal Transportation Agency Board

THIS PRINT COVERS CALENDAR ITEM NO. : 10.3

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

DIVISION: Finance and Administration

BRIEF DESCRIPTION: Resolution authorizing the San Francisco Municipal Transportation Agency (SFMTA), through its Executive Director/CEO, (1) to approve the recommendations of the Metropolitan Transportation Commission (MTC) that the following three SFMTA projects be funded through the Lifeline Transportation Program: Treasure Island 108 Line Service Level Maintenance, Sunset 29 Line Service Expansion and Lifeline Fast Pass Distribution Expansion; and (2) to accept and expend \$1,690,546 of capital assistance from federal Congestion Mitigation and Air Quality (CMAQ), Job Access and Reverse Commute (JARC) and State Transit Assistance (STA) funds for those projects.

SUMMARY:

- In December 2005, the MTC established guiding principles for the Lifeline Transportation Program to improve transportation choices of low income Bay Area communities.
- Under this program, the San Francisco County Transportation Agency (SFCTA) evaluated funding applications and submitted recommendations to the MTC for the funding cycle covering FY 2006-FY 2008.
- The SFCTA recommended three SFMTA projects for funding: Treasure Island 108 Line Service Level Maintenance, Sunset 29 Line Service Expansion, and Lifeline Pass Distribution Expansion.
- MTC concurred in the recommendations and now requires the SFMTA Board to adopt a resolution in support of these recommendations.
- The SFMTA must apply to the Federal Transit Administration (FTA) to have funds included in a federal grant now that the MTC has programmed the projects and funds in the region's Transportation Improvement Program (TIP).
- The SFMTA seeks authority to accept and expend grant funding in the amount of \$1,690,546 from CMAQ, JARC and STA program funds. Required matching funds of \$422,637 will be obtained from a variety of state, regional and local sources.

ENCLOSURES:

1. MTAB Resolution
2. Attachment A

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION Jerry Levine, 1 South Van Ness Avenue, 7th Fl.
BE RETURNED TO _____

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION:

In December 2005, the Metropolitan Transportation Commission (MTC) adopted Resolution 3726, which established guiding principles for the Lifeline Transportation Program (LTP) for a three-year period from FY 2005-06 through FY 2007-08. The LTP's goal is to improve mobility for low-income residents of the Bay Area, and is being administered at the local (countywide) level. Funding for the program derives from federal Congestion Mitigation Air Quality (CMAQ), Job Access and Reverse Commute (JARC) and State Transit Assistance (STA) funds. Eligible projects must be consistent with low-income transportation needs planning, such as the MTC-sponsored, community-based transportation plan, a countywide regional welfare-to-work plan, or another documented assessment of transportation needs in low-income communities.

MTC received 36 project applications from the nine Bay Area counties, including four from the SFMTA. The SFMTA's four applications included: Pedestrian Safety Improvements in the Tenderloin; Treasure Island Route 108 Line Maintenance of Service; Sunset Route 29 Line Service Expansion and Lifeline Fast Pass Distribution Expansion. The latter three projects were approved for funding for a total of \$1,690,546.

As a condition of grant award, the MTC requires a Resolution of Local Support from the SFMTA Board. This action would request that MTC grant funds available under its Lifeline Transportation Program in the amounts requested and for the projects described in Attachment A of this Resolution.

In addition, this action would authorize the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend CMAQ, JARC and STA capital assistance for the projects listed below. The CMAQ program provides funding for projects that positively affect air quality. JARC funding supports transportation services directed to welfare recipients and low income individuals so that they can access jobs and job-related activities. STA funds can be used for a variety of transit and paratransit operating assistance, transit capital projects and regional transit coordination. The amounts requested for each project are set forth as follows:

LIFELINE PROGRAM OF PROJECTS	GRANT AMOUNT	SOURCE
Muni Route 108- Treasure Island Operating Assistance	\$525,000	JARC/STA
Muni Route 29- Sunset Operating Assistance	\$946,222	JARC/STA
Lifeline Pass Distribution Expansion	\$219,324	CMAQ

The City Attorney's Office has reviewed this Calendar Item.

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

RESOLUTION No. _____

WHEREAS, The Metropolitan Transportation Commission (MTC) has established a Lifeline Transportation Program to assist in funding projects that (1) are intended to result in improved mobility for low-income residents of the nine San Francisco Bay Area counties; (2) are developed through a collaborative and inclusive planning process; and (3) are proposed to address transportation gaps and/or barriers identified through a Community-Based Transportation Plan or are otherwise based on a documented assessment of needs; and,

WHEREAS, MTC has identified a certain amount of funds in the Congestion Mitigation and Air Quality (CMAQ), Job Access Reverse Commute (JARC) and State Transit Assistance (STA) programs to be made available for eligible projects for a three-year interim program; and,

WHEREAS, MTC designated the San Francisco County Transportation Authority (SFCTA) to assist with the Lifeline Transportation Program in the City and County of San Francisco on behalf of MTC; and,

WHEREAS, The SFCTA conducted a competitive call for projects for the Lifeline Transportation Program in San Francisco; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) submitted four projects in response to the competitive call for projects; and,

WHEREAS, The SFCTA recommended to MTC three of SFMTA's proposed projects,

Lifeline Program of Projects	Grant Amount
<i>Muni 108 Line-Treasure Island Service</i>	\$525,000
<i>Muni 29 Line-Sunset Service</i>	\$946,222
<i>Lifeline Fast Pass Distribution Expansion</i>	\$219,324
TOTAL	\$1,690,546

described above and more fully on Attachment A to this Resolution, to be funded in part under the Lifeline Transportation Program; and,

WHEREAS, The SFMTA agrees to meet project delivery and obligation deadlines, provide for the required local matching funds, and comply with all other conditions set forth for these grant funds; and,

WHEREAS, The Secretary of Transportation is authorized to make monies available under the Safe, Accountable, Flexible, Efficient Transportation Equity Act-A Legacy for Users (SAFETEA-LU) for mass transportation projects; and,

WHEREAS, The grant contract for financial assistance will impose certain obligations upon the applicant, including providing the local share of project costs; and,

WHEREAS, The local share of project costs will be funded through a variety of state, regional and local sources, Regional Bridge Toll net revenues, and/or sales taxes from the SFCTA; and,

WHEREAS, The U.S. Department of Transportation (DOT) requires that, in connection with the filing of an application for federal assistance, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the DOT requirements implementing that Act; and,

WHEREAS, It is the goal of the applicant that disadvantaged business enterprises (DBEs) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered, consistent with federal law, to ensure that DBEs be utilized to the fullest extent possible and shall have the maximum possible opportunity to compete for contracts, supplies, equipment contracts, or consultant and other services; and,

WHEREAS, The Executive Director/CEO of the SFMTA (or his designee) must execute agreements to complete transfer of the funds; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors approve the recommendations of the MTC that the three projects described in Attachment A be funded under MTC's Lifeline Transportation Program, in the amounts requested for which the SFMTA is eligible; and, be it further

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$1,690,546 of capital assistance from federal Congestion Mitigation and Air Quality and Job Access and Reverse Commute funds and State Transit Assistance funds for the following projects:

- Muni 108 Line –Treasure Island Service
- Muni 29 Line-Sunset Service
- Lifeline Fast Pass Distribution Expansion; and, be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to furnish whatever additional information or assurances that might be requested by the funding agencies in connection with this request; and, be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to execute any and all agreements necessary to complete transfer of the funds; and, be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to seek \$422,637 in nonfederal matching funds; and, be it further

RESOLVED, That the SFMTA shall forward a copy of this Resolution, and such other information as may be required, to MTC, the SFCTA, and such other agencies as may be appropriate; and, be it further

RESOLVED, That the SFMTA Board of Directors commends this matter to the Board of Supervisors for its review and approval.

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

Secretary, Municipal Transportation Agency Board

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

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

DIVISION: Finance & Administration

BRIEF DESCRIPTION:

Allocating \$100 million from Proposition 1B funds to the Central Subway Project from the portion of the bonds directly available to the San Francisco Municipal Transportation Agency (SFMTA).

SUMMARY:

- The \$1.41 billion Central Subway Project includes a strong commitment of local and state funding.
- On Tuesday, November 7, 2006, voters approved Proposition 1B (the \$20 billion Infrastructure Bond).
- The SFMTA will be receiving between \$316 and \$336 million directly from the Proposition 1B funds.
- Additionally, about \$347 million in bond funds is anticipated to be directed to the Metropolitan Transportation Commission (MTC) from the population-based portion of the State Transit Assistance (STA) formula for priority setting with the MTC.
- On May 23, 2007, MTC will adopt the final Proposition 1B regional transit program, which includes \$100 million for the Central Subway Project. The approval by MTC is contingent on the SFMTA's approval of a matching amount.
- Therefore, allocating a match of \$100 million from SFMTA's portion of the Proposition 1B bonds will reduce the funding gap for the Central Subway Project by \$200 million.
- Finally, A New Starts project, such as the Central Subway Project, that demonstrates a significant local and regional commitment is viewed favorably by the Federal Transit Administration during its annual project assessment.

ENCLOSURES:

1. MTAB Resolution

APPROVALS:

DIRECTOR OF DIVISION
PREPARING ITEM

DATE

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

Sonali Bose, 1 SVN, 7th floor

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION:

Background:

The Central Subway Project's (CSP) New Starts rating from the Federal Transit Administration (FTA) includes an assessment of the share of local funding allocated to the project. The 2006 New Starts submission reported the project cost at \$1.41 billion, with an identified \$417.6 million funding shortfall. Funding for the Central Subway Project is part of the overall Third Street Light Rail Project financial plan. There is a strong commitment of local and state funding, which comprises almost 60% of the total funding for both phases of the project.

As part of the design process, a panel of construction experts, working with the design team, performed value engineering to identify ways of reducing the cost of the project without compromising the overall purpose and need of the project. The value engineering effort and input received from the public have now been incorporated into the project and are designated as the Modified Locally Preferred Alternative. This Modified Locally Preferred Alternative is currently being advanced through the design process and is undergoing a cost estimate for incorporation into the FTA New Starts submission in August 2007.

The approval of State Proposition 1B by the voters in November 2006 provides the opportunity to significantly reduce the CSP \$287.6 million funding gap. Proposition 1B directed \$3.6 billion of the state's roughly \$20 billion infrastructure bond toward transit capital improvements, including about \$1.3 billion for projects in the Bay Area. Within this \$1.3 billion, about \$347 million is anticipated to be distributed to MTC through the statutorily defined formula, and roughly \$922 million will be distributed directly to the transit operators.

MTC's proposal to allocate its \$347 million portion of the Proposition 1B funds includes \$169 million to address funding shortfalls on projects that will explicitly add transit capacity in the urban core of the region. Of the \$169 million, MTC is proposing to allocate \$100 million for the CSP. MTC will be taking formal action on this proposal at its May 23, 2007 meeting.

Out of the \$922 million of Proposition 1B bonds directed to transit operators, SFMTA will be receiving between \$316 and \$336 million. Of this amount, \$100 million out of the SFMTA's share is proposed for the CSP, to match MTC's \$100 million allocation.

The remaining \$216 to \$226 million in Proposition 1B funds that the SFMTA will be receiving will be programmed against the Capital Improvement Expenditure Plan (CIEP), subject to the approval of the SFMTA Board.

The Capital Improvement Financial Plan (CIFP) will be presented to the Board for approval within 90 days after the Board approves the CIEP. The CIFP will propose how best to use the remaining \$216 to \$226 million in Proposition 1B funds.

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

RESOLUTION No. _____

WHEREAS, The Bay Area Congressional delegation, the local State legislative delegation, the Mayor, the Board of Supervisors, the Metropolitan Transportation Commission, the San Francisco County

Transportation Authority and community groups have expressed their commitment to the success of the Central Subway Project; and,

WHEREAS, The Central Subway Project currently has a \$417.6 million funding shortfall; and,

WHEREAS, The Federal Transit Administration's New Starts rating includes the availability and allocation of local funds for the Central Subway Project; and,

WHEREAS, On Tuesday, November 7, 2006, voters approved Proposition 1B (the \$20 billion Infrastructure Bond); and,

WHEREAS, The Metropolitan Transportation Commission is proposing to allocate \$100 million to the Central Subway Project from its share of \$169 million in Proposition 1B funds to address funding shortfalls on projects that will explicitly add transit capacity in the urban core of the region; and,

WHEREAS, The San Francisco Municipal Transportation Agency will be receiving between \$316 and \$336 million directly from Proposition 1B funds; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the allocation of \$100 million from the SFMTA's proposition 1B funds to the Central Subway Project.

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

Secretary, Municipal Transportation Agency Board

THIS PRINT COVERS CALENDAR ITEM NO.: 10.5

MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco

DIVISION: Finance and Administration

BRIEF DESCRIPTION:

Resolution authorizing the San Francisco Municipal Transportation Agency (1) to acknowledge and adhere to procedures and conditions set forth by the Metropolitan Transportation Commission for allocation of Regional Measure 2 (RM-2) funds; and (2) to accept and expend up to \$1,500,000 of RM-2 funds for a Regional Zonal Integrated Fare Study.

SUMMARY:

- On March 2, 2004, Bay Area voters passed Regional Measure 2 (RM-2), raising the toll on the seven State-owned toll bridges in the San Francisco Bay Area by \$1.00, effective July 1, 2004. Under the Regional Traffic Relief Plan, this extra dollar provides transit operating assistance and funding to specified capital projects within the region that will reduce congestion or will make improvements to travel in the toll bridge corridors.
- The RM-2 program provides \$1.5 million for an Integrated Fare Structure Program that will “encourage greater use of the region’s transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies”.
- The San Francisco Municipal Transportation Agency (SFMTA) has been charged with the responsibility of conducting the Regional Zonal Integrated Fare Study on behalf of the TransLink® Management Group of the TransLink® Consortium. The SFMTA has applied to the Metropolitan Transportation Commission (MTC) for up to \$1,500,000 in RM-2 funds to conduct the Regional Zonal Integrated Fare Study.
- As the transportation planning, coordinating and financing agency of the nine-county Bay Area, the MTC allocates RM-2 funds. The MTC has adopted procedures and conditions that must be acknowledged and adhered to by recipients of RM-2 funds. The attached resolution incorporates those procedures and conditions.
- This action authorizes the Agency, through its Executive Director/CEO (or his designee), to acknowledge and adhere to the procedures and conditions established by the MTC in regard to the allocation of RM-2 funds as detailed in the attached resolution. Also, this action authorizes the SFMTA to accept and expend the allocation of up to \$1,500,000 in RM-2 funds.

ENCLOSURES:

1. MTAB Resolution
2. Application: Initial Project Report and Cash Flow Plan for the Regional Zonal Integrated Fare Study
3. Opinion of Legal Counsel for Application: Regional Zonal Integrated Fare Study

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____
FINANCE _____
EXECUTIVE DIRECTOR/CEO _____
SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Leda Young - 1 South Van Ness, 7th Floor

ASSIGNED MTAB CALENDAR DATE _____

EXPLANATION:

On March 2, 2004, voters in San Francisco, Alameda, Contra Costa, Marin, San Mateo, Santa Clara and Solano Counties cumulatively passed Regional Measure 2 (RM-2), which will raise an estimated \$125 million each year to implement the Regional Traffic Relief Plan. The Regional Traffic Relief Plan will provide transit operating assistance and funding for specified capital projects within the region that reduce congestion or that make improvements to travel in the toll bridge corridors. Funding for the Regional Traffic Relief Plan derives from a \$1.00 increase, effective July 1, 2004, in tolls on the region's seven State-owned toll bridges. As the transportation planning, coordinating and financing agency of the nine-county Bay Area, the Metropolitan Transportation Commission (MTC) will allocate RM-2 funds.

The RM-2 program provides \$1,500,000 for an Integrated Fare Structure Program that will "encourage greater use of the region's transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies." RM2 legislation codified in California Streets and Highways Code Section 30914.5(e), requires that the TransLink® Consortium create a plan for an Integrated Fare Program that includes "a zonal fare system for the sole purpose of creating a monthly zonal pass . . . for unlimited or discounted fares for transit riders making a minimum number of monthly transit trips between two or more zones."

The San Francisco Municipal Transportation Agency (SFMTA) has been charged with the responsibility of conducting the Regional Zonal Integrated Fare Study on behalf of the TransLink® Management Group of the TransLink® Consortium. Charter members of the TransLink® Consortium are the SFMTA, the MTC, the Bay Area Rapid Transit District (BART), the Alameda-Contra Costa Transit District (AC Transit), the Golden Gate Bridge Highway & Transportation District (Golden Gate Transit), the Santa Clara Valley Transportation Authority (VTA), and the San Mateo County Transit District (SamTrans). General members that have joined the Consortium include the Peninsula Corridor Joint Powers Board (Caltrain), Tri Delta Transit, the Livermore Amador Valley Transit Authority (LAVTA), the City of Benicia, and the City of Rio Vista. The TransLink® Consortium is governed by the TransLink® Management Group, consisting of the general managers or executive directors of the SFMTA, BART, AC Transit, Golden Gate Transit, VTA, SamTrans, the MTC, and Tri Delta Transit, which represents the general members (smaller transit agencies).

The SFMTA has applied for up to \$1,500,000 to conduct the Regional Zonal Integrated Fare Study. The final product will be a draft plan outlining the overall objectives and structure for a TransLink® Regional Zonal Integrated Fare Program, including recommendations for revenue-sharing among member agencies. The plan will be in sufficient detail that next steps, if the program is enacted, will be a final program, detailed design, and implementation.

In lieu of a separate funding agreement, the MTC expects the SFMTA, through its governing board, to certify that the agency acknowledges and will adhere to the following conditions with respect to the project:

- Compliance with provisions of the MTC's RM-2 Policy Guidance (MTC Resolution No. 3636);
- Consistency with the Regional Transportation Plan;
- The SFMTA has taken into consideration the time necessary to obtain applicable environmental clearance and permitting approval for the project in requesting RM-2 funding;
- The RM-2 phase of the project is fully funded, based on programmed and planned funding allocations, and results in an operable and useable segment;
- The enclosed Initial Project Report (IPR), which is the SFMTA's application document to the MTC that describes the project and includes a detailed financial plan, has been approved by the SFMTA;
- SFMTA has approved the cash flow plan for the project;
- The project has adequate staffing resources to complete the project within the schedule set forth in the IPR;
- The project and purpose for which RM-2 funds are being requested are in compliance with applicable environmental requirements and regulations;
- The City and County of San Francisco, through the SFMTA, indemnifies and holds harmless the MTC and its representatives against all claims, demands, liability, losses and expenses in connection with the allocation of RM-2 funds;
- Any revenues or profits from any non-governmental use of property shall be used for public transportation services for which the project was initially approved;
- Assets purchased with RM-2 funds shall be used for public transportation uses as intended; and
- The SFMTA will post signs at construction sites, as applicable, stating that the project is funded with RM-2 funds.

In conjunction with the IPR, which must be submitted to the MTC, also attached is the required Opinion of Counsel for the project, which states that (1) the SFMTA is an eligible implementing agency of projects in the RM-2 Regional Traffic Relief Plan; (2) the SFMTA is authorized to submit an allocation request for RM-2 funding; (3) no legal impediment exists that would preclude the SFMTA from making allocation requests for RM-2 funding; and (4) no pending or threatened litigation exists that might adversely affect the project or the ability of the SFMTA to carry out the project.

The SFMTA Board of Directors' approval of this resolution would authorize the SFMTA to approve and adhere to procedures and conditions set forth by the MTC in regard to the SFMTA receiving an allocation of RM-2 funds. Also, the SFMTA Board of Directors' approval of this resolution would authorize the Executive Director/CEO to accept and expend up to \$1,500,000 in RM-2 capital funds to conduct a Regional Zonal Integrated Fare Study. This matter does not require Board of Supervisors approval because it will be appropriated as part of the FY 2008 budget.

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

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

RESOLUTION No. _____

WHEREAS, SB 916 (Chapter 715, Statute 2004), commonly referred to as Regional Measure 2 (RM-2), identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, The Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for RM-2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, The MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for RM-2 funding; and

WHEREAS, Allocations to the MTC must be submitted consistent with procedures and conditions as outlined in RM-2 Policy and Procedures; and

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is an eligible implementing agency of transportation project(s) in the RM-2 Regional Traffic Relief Plan; and

WHEREAS, The Regional Zonal Integrated Fare Structure Program is eligible for consideration in the Regional Traffic Relief Plan of RM-2, as identified in California Streets and Highway Code Section 30914(c) and 30914.5(e); and

WHEREAS, The RM-2 allocation request, contained in the Initial Project Report (IPR) submitted for the project and incorporated by reference herein as though set forth at length, lists the project, purpose, schedule, budget, expenditure and cash flow plan for which the SFMTA is requesting that the MTC allocate RM-2 funds; and

WHEREAS, The application for RM-2 funds includes the certification by Legal Counsel of SFMTA of assurances required for the allocation of funds by the MTC; and

WHEREAS, Under Section 10.170 of the San Francisco Administrative Code, the department head has authority to apply for federal, state, or other grants involving any project or program on behalf of the department; and

WHEREAS, Under Section 10.171, the department must obtain approval by the Board of Supervisors for acceptance and expenditure of grant funds; now, therefore, be it

RESOLVED, That the SFMTA, through its Executive Director/CEO, is authorized to accept and expend up to \$1,500,000 of RM-2 funds for a Regional Zonal Integrated Fare Study for the purpose and amount included in the project application submitted with this resolution; and, be it further

RESOLVED, That the SFMTA and its agents agree to comply with the provisions of the MTC's RM-2 Policy Guidance (MTC Resolution No. 3636); and be it further

RESOLVED, That the SFMTA certifies that the project is consistent with the Regional Transportation Plan (RTP); and be it further

RESOLVED, That the year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project; and be it further

RESOLVED, That the RM-2 phase or segment is fully funded, based on programmed and planned funding allocations, and will result in an operable and useable segment; and be it further

RESOLVED, That the SFMTA Board of Directors approves the IPR submitted with this resolution; and be it further

RESOLVED, That the SFMTA Board of Directors approve the cash flow plan submitted with this resolution; and be it further

RESOLVED, That the SFMTA has reviewed the project needs and has adequate staffing resources to deliver and complete the project within the schedule set forth in the IPR submitted with this resolution; and be it further

RESOLVED, That the SFMTA Board of Directors certify that the project and purpose for which RM-2 funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 et seq.) and, if relevant, the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et. seq., and the applicable regulations there under; and be it further

RESOLVED, That the City and County of San Francisco, through the SFMTA, indemnifies and holds harmless the MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the SFMTA, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this allocation of RM-2 funds. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM-2 funds, as shall reasonably be considered necessary by the MTC, may be retained until disposition has been made of any claim for damages; and be it further

RESOLVED, If any revenues or profits from any non-governmental use of property (or project) are collected, the SFMTA shall use those revenues or profits exclusively for the public transportation services for which the project(s) was initially approved, either for capital improvements or maintenance and operational costs; otherwise, the MTC is entitled to a proportionate share equal to the MTC's percentage participation in the project(s); and be it further

RESOLVED, That assets purchased with RM-2 funds, including facilities and equipment, shall be used for the public transportation uses intended, and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for its useful life, that the MTC shall be entitled to a present day value refund or credit (at the MTC's option) based on the MTC's share of the Fair Market Value of the said facilities and equipment at the time the public transportation uses ceased, which shall be paid back to the MTC in the same proportion that RM-2 funds were originally used; and be it further

RESOLVED, That the SFMTA shall post on both ends of the construction site(s) at least two signs visible to the public stating that the project is funded with RM-2 Toll Revenues; and be it further

RESOLVED, That the SFMTA Board of Directors delegate to the Executive Director/CEO (or his designee) the authority to make non-substantive changes or minor amendments to the IPR as he/she deems appropriate; and be it further

RESOLVED, That the SFMTA Board of Directors authorize the Executive Director/CEO (or his designee) to furnish whatever additional information may be requested by the MTC in connection with this request; and be it further

RESOLVED, That the SFMTA Board of Directors authorize the Executive Director/CEO (or his designee) to execute any and all agreements necessary to complete the transfer of funds; and be it further

RESOLVED, That a copy of this resolution shall be transmitted to the MTC in conjunction with the filing of the SFMTA application referenced herein.

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

Secretary, Municipal Transportation Agency Board

**Regional Measure 2
Initial Project Report (IPR)**

Project Title:

RM2 Project No.

34

Allocation History: N/A

	MTC Approval Date	Amount	Phase
#1:			
#2			
#3			
Total			\$

:

Current Allocation Request:

IPR Revision Date	Amount Being Requested	
April 18, 2007	\$1,000,000*	RFP Process

Note: A total of \$1.5 million has been allocated to this project to conduct a Regional Zonal Integrated Fare Study. The MTA is requesting \$1,000,000 for the RFP process, hiring a consultant to develop and finalize a draft Integrated Fare Program plan (Phases I and II) and contract management. Assuming a remaining balance exists after completion of the draft Integrated Fare Program plan, the TransLink® Management Group is proposing to use this remaining balance for final program detailed design and implementation.

I. OVERALL PROJECT INFORMATION

A. Project Sponsor / Co-sponsor(s) / Implementing Agency

The San Francisco Municipal Transportation Agency (SFMTA) has been charged with the responsibility of conducting a Regional Zonal Integrated Fare Study on behalf of the TransLink® Management Group of the TransLink® Consortium¹. The Regional Fare Task Force, comprised of TransLink® Consortium staff members, will serve as a communications conduit by providing feedback and disseminating information about the study to members of the TransLink® Consortium.

B. Project Purpose

Regional Measure 2 (RM2) legislation approved by Bay Area voters in March 2004 (as excerpted below) called for the TransLink® Consortium to develop a plan for “an Integrated Fare Program covering all regional rapid transit trips.” The purpose of the program is “to encourage greater use of the region’s transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies....” RM2 legislation required that members of the TransLink® Consortium create a plan for an Integrated Fare Program that includes “a zonal fare system for the sole purpose of creating a monthly zonal pass . . . for unlimited or discounted fares for transit riders making a minimum number of monthly transit trips between two or more zones.”

Because regional travel often requires the use of multiple transit systems, there are a number of inter-operator agreements that currently exist. The TransLink® system will be a way to standardize the fare collection systems of multiple agencies for ease of use by the customer. However, since TransLink® technology does not lead to integrated fare structures or fare policy, the TransLink® Consortium must consider how to further streamline fare structures into a Regional Zonal pass structure that meet the needs of regional commuters and funding agencies.

The hope is that more versatile and easy-to-use products will encourage ridership. Well designed multi-system products may even increase revenue by attracting riders who currently find prices or fare structures too cumbersome to choose transit. Specific objectives of the fare study are:

- Use existing sources of information and new research as needed to identify transit hubs and major inter-county and inter-operator commute patterns and estimate demand for a TransLink® regional fare program;
- Identify advantages, disadvantages, implementation challenges and demand for a TransLink® regional fare program in comparison with existing fare products including free or partial credit transfer arrangements between operators;
- Recommend a set of viable alternatives for a TransLink® regional fare product;

¹ Charter Members of the Consortium are the SFMTA, the Metropolitan Transportation Commission (MTC), the Bay Area Rapid Transit District (BART), the Alameda-Contra Costa Transit District (AC Transit), the Golden Gate Bridge Highway & Transportation District (Golden Gate Transit), the Santa Clara Valley Transportation Authority (VTA), and the San Mateo County Transit District (SamTrans). General Members that have joined the Consortium include the Peninsula Corridor Joint Powers Board (Caltrain), Tri Delta Transit, the Livermore Amador Valley Transit Authority (LAVTA), the City of Benicia, and the City of Rio Vista. The Consortium is governed by the TransLink® Management Group, consisting of the general managers or executive directors of the SFMTA, BART, AC Transit, Golden Gate Transit, VTA, SamTrans, the MTC, and Tri Delta Transit, which represents the General Members (smaller transit agencies).

- Propose a methodology for implementing a TransLink® regional fare product including, marketing, distribution and revenue allocation strategies;
- Propose a methodology for monitoring and measuring success of implementation of a TransLink® regional fare product; and
- Assist TransLink® Management Group in achieving a consensus for a preferred alternative.

C. Project Description (please provide details)

Project Graphics to be sent electronically with This Application.

An RFP will be developed and a Consultant will be hired to produce an integrated fare plan in two phases. In Phase I, the Consultant will draft a report on viable alternatives for an Integrated Fare Program, including analyses considering the opportunities, challenges, costs, and demand for a Regional Zonal Integrated Fare Program. Based on the results of Phase I, the Consultant will develop in greater detail the plan for an Integrated Fare Program in Phase II. The plan will be in sufficient detail that next steps, if the program is enacted, would be final program detailed design and implementation. (For further details, *see II. Project Phase Description and Status*).

D. Impediments to Project Completion

The SFMTA does not anticipate any impediments to project completion.

E. Operability

Members of the TransLink® Consortium will work together to ensure the continued operability of a Regional Zonal Integrated Fare Program if implemented and as appropriate.

II. PROJECT PHASE DESCRIPTION and STATUS

F. Planning -

A selection committee comprised of TransLink® Consortium members will award a Consultant contract as a result of a RFP process. The work of the Consultant will be as follows in two phases:

Phase I: Initial Analysis and Draft Alternatives

The Consultant will establish a set of draft alternatives for consideration by the TransLink® Consortium. In addition to the alternatives draft, the Consultant will also provide analysis considering the opportunities, challenges, costs, and demand for a Regional Zonal Integrated Fare Program. Findings from Phase I will determine the content of the study’s Phase II. For Phase I, the Consultant will focus on 3 specific tasks:

Task 1. Initial Project Plan

The Consultant will provide a plan for management coordination and control to ensure successful and timely completion of this report. This task will also include confirming with the TransLink® Management Group the goals and strategies for the study.

Task 2. Integrated Fare Program Study Background Report

The Consultant will prepare an Integrated Fare Study Background Report that will provide information on existing and projected conditions as they relate to regular commuters who make multizonal trips in the region. The report will identify existing fare/transfer arrangements which satisfy the requirements of this project, current gaps in service, overlap in fare policies, and identify potential barriers to developing a cohesive regional fare policy.

Task 3. Preliminary Alternatives Draft

The Consultant will use the information gathered in earlier tasks to prepare and present a draft of alternatives for a TransLink® Regional Zonal Integrated Fare Program. This draft work will serve as the foundation for considering the elements of an Integrated Fare Program.

Phase II: Development of Integrated Fare Program Plan

The Consultant will lead the Consortium to consider draft alternatives and select preferred options for further refinement into a final draft Integrated Fare Program plan in keeping with the requirements of RM2 legislation, or if necessary, propose a change to the legislation that better allows the TransLink® Consortium to meet the legislative goal. The final product of Phase II is a draft plan outlining the overall objectives and structure for a TransLink® Regional Zonal Integrated Fare Program, including recommendations for revenue sharing among member agencies. The plan will be in sufficient detail that next steps, if the program is enacted, would be final program detailed design and implementation.

G. Environmental – Does NEPA Apply: Yes No

It is expected that the San Francisco Planning Department will issue a categorical exemption from environmental requirements given the nature of the study.

H. Design –

Not applicable.

I. Right-of-Way Activities / Acquisition –

Not applicable.

J. Construction / Vehicle Acquisition –

Not applicable.

III. PROJECT BUDGET

K. Project Budget (Escalated to year of expenditure)

Phase	Total Amount - Escalated -
-------	-------------------------------

	(Thousands)
Planning	1,000
Environmental Studies & Preliminary Eng (ENV / PE / PA&ED)	
Design - Plans, Specifications and Estimates (PS&E)	
Right-of-Way Activities /Acquisition (R/W)	
Construction / Rolling Stock Acquisition (CON)	
Total Project Budget (in thousands)	1,000

NOTES:

- 1) An escalation of costs is not needed due to a short project time frame.
- 2) A total of \$1.5 million has been allocated to this project to conduct a Regional Zonal Integrated Fare Study. The MTA is requesting \$1,000,000 for the RFP process, hiring a consultant to develop and finalize a draft Integrated Fare Program plan (Phases I and II) and contract management. Assuming a remaining balance exists after completion of the draft Integrated Fare Program plan, the TransLink® Management Group is proposing to use this remaining balance for final program detailed design and implementation.

IV. OVERALL PROJECT SCHEDULE

Planned (Update as needed)

Phase-Milestone	Start Date	Completion Date
Planning	April 2007	June 2008
Environmental Document	N/A	N/A
Environmental Studies, Preliminary Eng. (ENV / PE / PA&ED)	N/A	N/A
Final Design - Plans, Specs. & Estimates (PS&E)	N/A	N/A
Right-of-Way Activities /Acquisition (R/W)	N/A	N/A
Construction (Begin – Open for Use) / Acquisition / Operating Service (CON)	N/A	N/A

V. ALLOCATION REQUEST INFORMATION

M. Detailed Description of Allocation Request

Amount being requested (in escalated dollars)	\$1,000,000*
Project Phase being requested	Planning
Are there other fund sources involved in this phase?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of anticipated Implementing Agency Board approval the RM2 IPR Resolution for the allocation being requested	May 15, 2007
Month/year being requested for MTC Commission approval of allocation	May 2007

* A total of \$1.5 million has been allocated to this project to conduct a Regional Zonal Integrated Fare Study. The MTA is requesting \$1,000,000 for the RFP process, hiring a consultant to develop and finalize a draft Integrated Fare Program plan (Phases I and II) and contract management. Assuming a remaining balance exists after completion of the draft Integrated Fare Program plan, the TransLink® Management Group is proposing to use this remaining balance for final program detailed design and implementation.

N. Status of Previous Allocations (if any)

Not Applicable.

O. Work plan

Work plan in Alternate Format Enclosed

The project, phases I and II, must be completed by July 1, 2008. The below schedule anticipates that the project will be completed pursuant to this deadline.

Description of Tasks	Schedule
RFP Is Advertised and Issued by the MTA	5/16/2007
Deadline for RFP Questions	5/31/2007
Summary of Clarification Information Available	6/11/2007
Proposals Due	6/25/2007
Potential Interviews	7/9/2007-7/13/2007
Projected Start Date / Contraction Execution	9/1/2007
Projection Completion Date	5/1/2008

Note: Dates are subject to change by issuance of an addendum to the RFP.

P. Impediments to Allocation Implementation

The SFMTA does not anticipate any impediments to allocation implementation.

VI. RM-2 FUNDING INFORMATION

Q. RM-2 Funding Expenditures for funds being allocated

The companion Microsoft Excel Project Funding Spreadsheet to this IPR is included

Next Anticipated RM-2 Funding Allocation Request

VII. GOVERNING BOARD ACTION

Check the box that applies:

Governing Board Resolution attached

Governing Board Resolution to be provided on or before: **May 16, 2007**

VIII. CONTACT / PREPARATION INFORMATION

Contact for Applicant's Agency

Name: Sonali Bose
Phone: 415 701-4617
Title: CFO/Director of Finance
E-mail: Sonal.Bose@sfmta.com

Information on Person Preparing IPR

Name: Leda Young
Phone: 415 701-4336
Title: Principal Grants Analyst
E-mail: Leda.Young@sfmta.com

Applicant Agency's Accounting Contact

Name: Linda Coquia
Phone: 415 701-4519
Title: Principal Accountant
E-mail: Linda.Coquia@sfmta.com

RM-2 Initial Project Report

TOTAL PROJECT FUNDING PLAN

(Amounts Escalated in Thousands)

Project Title:	Regional Zone Integrated Fare Study	Project ID:	34
Agency:	San Francisco Municipal Transportation Agency	Plan Date:	04/18/2007
TOTAL PROJECT: COMMITTED + UNCOMMITTED+TO BE DETERMINED			

Fund Source	Phase	Prior	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	Future Committed	TOTAL
COMMITTED FUNDING PLAN (PROGRAMMED, ALLOCATED, APPROVED FUNDING)															
RM-2	Planning				1,000										1,000
UNCOMMITTED FUNDING PLAN (NON-PROGRAMMED/ALLOCATED, BUT PLANNED FUNDING)															
FUNDING SOURCE STILL TO BE DETERMINED (LIST POTENTIAL SOURCES THAT WILL LIKELY BE PURSUED)															
TOTAL PROJECT: COMMITTED + UNCOMMITTED + TBD FUNDING TOTAL															
Total					1,000										1,000

Comments

	200	2005-	200	200	200	200	200	200	201	201	201	201	2014-	Future	
	4-	06	6-07	7-08	8-09	9-	10	0-11	1-12	2-13	3-14	15	Committe	d	TOTAL
	Prior	05													
RM-2 SEGMENT FUNDING TOTAL															

Comments:

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(Complete this spreadsheet only if RM-2 funds are dedicated to deliver a specific phase or deliverable segment of the overall total project)

Enter funds on the RM-2 Deliverable Phase or Segment, ONLY if the RM-2 Phase or Segment is different from the overall total project. The RM-2 Segment must be Fully Funded and result in an operable or useable segment.

Enter only funds **Committed** to the RM-2 Funded Segment and only if different from Total Project. Enter amounts in thousands and escalated to the year of funding. DO NOT enter uncommitted funding - The RM-2 Phase or Segment must be fully funded.

Eligible Phases: ENV (or PA&ED), PS&E, R/W or CON. For planning activities use ENV. For Vehicles, Equipment or Operating use CON. OK to use CT R/W SUP or CT CON SUP for Caltrans support, but not necessary (optional).

RM-2 Initial Project Report

EXPENDITURES TO-DATE BY PHASE AND FUND SOURCES

Phase	Fund Source	Date of Last Expenditure	Amount Expended to date (Thousands)	Available Balance Remaining (Thousands)
ENV / PA&ED				
PS&E				
R/W				

CON / Operating				
Total to date (in thousands)				

Comments:

As required by RM-2 Legislation, provide funds expended to date for the total project. Provide both expenditure by Fund Source and Expenditure by Phase, with the date of the last expenditure, and any available balance remaining to be expended.

Project ID: 34
Date: 4/18/2007

Regional Measure 2 Program
Estimated Budget Plan

Please complete this form based the proposed allocation for your project. The scope should be consistent with the funding you are requesting the MTC allocate. Projects with complementary fund sources, should list the estimated cost of the entire work scope. Note that this information may not only represent the RM2 funding. A separate EBP needs to be completed for each allocation request or each phase of such request.

TITLE OF PROJECT	RM2 Legislation ID (and project sub elements if any)
Regional Zonal Integrated Fare Study	34
NAME AND ADDRESS OF IMPLEMENTING AGENCY	
San Francisco Municipal Transportation Agency	

TOTAL DIRECT CAPITAL COSTS			\$0
4. CONSULTANTS (Identify purpose and or consultant)			
Consultant			\$475,000
TOTAL CONSULTANTS			\$475,000

5. OTHER DIRECT COSTS (Specify - explain costs, if any)	Overhead Rate	X BASE + Benefits	
Reimbursable Overhead, capped at 50%	50%	325,804	\$162,902
TOTAL OTHER DIRECT COSTS			\$162,902

6. TOTAL ESTIMATED COST	\$963,706
Rounded to:	\$1,000,000

Comments:

Legal Review and Assistance has a flat rate charge of \$201 per hour. The indicated amount of \$105 approximates the \$201/per hour flat rate charge using the formulas in the spreadsheet.

Date: 4/19/2007

April 18, 2007

Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Re: Eligibility for Regional Measure 2 funds

To Whom It May Concern:

This communication will serve as the requisite opinion of counsel in connection with the allocation to the Municipal Transportation Agency for funding from Regional Measure 2 Regional Traffic Relief Plan made available pursuant to Streets and Highways Code Section 30914(c) and 30914.5(e) for the Regional Zonal Integrated Fare Study capital project.

1. The Municipal Transportation Agency is an eligible implementing agency for the Regional Measure 2 funding.
2. The Municipal Transportation Agency is authorized to submit an allocation request for Regional Measure 2 funding for the Regional Zonal Integrated Fare Study capital project.
3. I have reviewed the pertinent state laws and I am of the opinion that there is no legal impediment to the Municipal Transportation Agency making an application for Regional Measure 2 funds. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation that might in any way adversely affect the proposed project, or the ability of the Municipal Transportation Agency to carry out such project.

Yours very truly,

DENNIS J. HERRERA
City Attorney

Robin M. Reitzes
Deputy City Attorney

THIS PRINT COVERS CALENDAR ITEM NO. : 10.6

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco

DIVISION: Finance and Administration

BRIEF DESCRIPTION: Authorizing the Executive Director/CEO to release a Request for Proposals for a Regional Zonal Integrated Fare Study on behalf of the TransLink® Consortium, evaluate the proposals, and negotiate an agreement with the highest-ranked proposer for approval by the MTA Board.

SUMMARY:

- The TransLink® Management Group (TMG) of the TransLink® Consortium (Consortium), consisting of Bay Area transit agency members, has been tasked with developing a plan for “an integrated fare program covering all regional rapid transit trips” as outlined in Regional Measure 2 (RM2) legislation approved by Bay Area voters in March 2004. RM2 legislation requires that members of the Consortium create a plan for an integrated fare program that includes “a zonal fare system for the sole purpose of creating a monthly zonal pass . . . for unlimited or discounted fares for transit riders making a minimum number of monthly transit trips between two or more zones.”
- The TMG designated the San Francisco Municipal Transportation Agency (SFMTA) to take the lead in preparing this Integrated Fare Study. SFMTA will work in coordination with a task force composed of staff from the TransLink® Consortium members.
- Phase I is designed to ensure that the operators concur on the goals and strategies of the RM2 legislation. The Consultant will then prepare a report that provides a solid analytical foundation for discussions with the TMG that focus on the following issues: the regular commuter market for multizonal trips in the region; how this market is being served today; what the plans are for serving it in the future; and how well a zonal monthly pass or other strategies would meet the legislation’s stated purpose of encouraging “greater use of the region’s transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies, including regional-to-regional and regional-to-local transfers.” Findings from Phase I will determine the content of the study’s Phase II.
- The proposals will be judged by a Selection Committee comprised of Consortium members who jointly developed the Request for Proposals.
- Funding for this project is available through RM-2 funds from MTC.
- The City Attorney’s Office has reviewed this item.

ENCLOSURES:

1. SFMTAB Resolution
2. Request for Proposals

APPROVALS:

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

DATE

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Sonali Bose 415-701-4617

ASSIGNED SFMTAB CALENDAR DATE: _____

EXPLANATION:

The TransLink® Management Group (TMG) of the TransLink® Consortium (Consortium), consisting of Bay Area transit agency members², has been tasked with developing a plan for “an integrated fare program covering all regional rapid transit trips” as outlined in Regional Measure 2 (RM2) legislation approved by Bay Area voters in March 2004. RM2 legislation requires that members of the Consortium create a plan for an integrated fare program that includes “a zonal fare system for the sole purpose of creating a monthly zonal pass . . . for unlimited or discounted fares for transit riders making a minimum number of monthly transit trips between two or more zones.”

The TMG designated the San Francisco Municipal Transportation Agency (SFMTA) to take the lead in preparing this Integrated Fare Study. SFMTA will work in coordination with a task force composed of staff from the TransLink® Consortium member agencies. Regional Measure 2 (RM2) legislation approved by Bay Area voters in March 2004 (as excerpted below) calls for the Consortium to develop a plan for “an integrated fare program covering all regional rapid transit trips.” The purpose of the program is “to encourage greater use of the region’s transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies....”³

² Charter Members of the Consortium are the SFMTA, the Metropolitan Transportation Commission, the Bay Area Rapid Transit District (BART), the Alameda-Contra Costa Transit District (AC Transit), the Golden Gate Bridge Highway & Transportation District (Golden Gate Transit), the Santa Clara Valley Transportation Authority (VTA), and the San Mateo County Transit District (Samtrans). General Members that have joined the Consortium include the Peninsula Corridor Joint Powers Board (Caltrain), Tri Delta Transit, the Livermore Amador Valley Transit Authority (LAVTA), the City of Benicia, and the City of Rio Vista. The Consortium is governed by the TransLink® Management Group, consisting of the general managers or executive directors of the SFMTA, BART, AC Transit, Golden Gate Transit, VTA, SamTrans, MTC, and Tri Delta Transit, which represents the General Members (smaller transit agencies).

³ The provisions regarding the integrated fare program are codified in Streets and Highways Code Section 30914.5(e):

(e) The TransLink Consortium, per the TransLink Interagency Participation Agreement, shall, by July 1, 2008, develop a plan for an integrated fare program covering all regional rapid transit trips funded in full or in part by this section. "Regional rapid transit" means long-haul transit services that cross county lines, and operate mostly in dedicated rights-of-way, including freeway high-occupancy vehicle lanes, crossing a bridge, or on the bay. Interregional rail services, originating or terminating from outside the Bay Area, shall not be considered regional rapid transit. The purpose of the integrated fare program is to encourage greater use of the region's transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies, including regional-to-regional and regional-to-local transfers. The integrated fare program shall include a zonal fare system for the sole purpose of creating a monthly zonal pass (monthly pass), allowing for unlimited or discounted fares for transit riders making a minimum number of monthly transit trips between two or more zones. The number of minimum trips shall be established by the plan. The integrated fare program shall not apply to fare structures that are not purchased on a monthly basis. For the purposes of these zonal fares, geographic zones shall be created in the Bay Area. To the extent practical, zone boundaries for

Because regional travel often requires the use of multiple transit systems, there are a number of inter-operator agreements that currently exist. The TransLink® system will be a way to standardize the fare collection systems of multiple agencies for ease of use by the customer. However, the TransLink® technology alone does nothing to integrate fare structures or fare policy. RM2 legislation has included funds to allow the Consortium members to consider how they might further streamline fare structures into a regional zonal pass structure to vend new multi-agency TransLink® products that go even further to meet the needs of regional commuters.

The hope is that more versatile and easy-to-use products will encourage ridership. Well-designed multi-system products may even increase revenue by attracting new riders who currently find prices or fare structures too cumbersome to choose transit.

The study will be conducted in two phases. Phase I is designed to ensure that the operators concur on the goals and strategies of the RM2 legislation. The Consultant will then prepare a report that provides a solid analytical foundation for discussions with the TMG that focus on the following issues: the regular commuter market for multizonal trips in the region; how this market is being served today; what the plans are for serving it in the future; and how well a zonal monthly pass or other strategies would meet the legislation’s stated purpose of encouraging "greater use of the region’s transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies, including regional-to-regional and regional-to-local transfers.” Findings from Phase I will determine the content of the study’s Phase II, during which the Consultant will develop the Integrated Fare Program Plan.

The following is a summary of key dates related to this RFP and selection process:

Phase	Date
RFP Is Advertised and Issued	May 16, 2007
Pre Proposal Review Meeting	May 23, 2007
Deadline for RFP Questions (12:00 P.M.)	May 31, 2007
Summary of Clarification Information Available (12:00 P.M.)	June 11, 2007
Proposals Due (2:00 P.M.)	June 25, 2007
Potential Interviews	July 9-13, 2007
Projected Start Date / Contraction Execution	September 1, 2007

overlapping systems shall be in the same places and shall correspond to the boundaries of the local transit service areas. A regional rapid transit zone may cover more than one local service area, or may subdivide an existing local service area. The monthly pass shall be created in at least the following two forms:

- (1) For the use of interzonal regional rapid transit trips without local transit discounts.
- (2) For the use of interzonal regional rapid transit trips with local transit discounts. The plan may recommend the elimination of existing transit pass arrangements to simplify the marketing of the monthly pass. The integrated fare program shall establish a monitoring program to evaluate the impact of the integrated fare program on the operating finances of the participating agencies. The integrated fare program shall be adjusted as necessary to ensure that the program does not jeopardize the viability of local or regional rapid transit routes impacted by the program, and to the extent feasible, provide an equitable revenue-sharing arrangement among the participating agencies. This subdivision shall only be effective if the voters approve the toll increase as set forth in Section 30921, and any expenditures related to the implementation of this subdivision incurred by the TransLink Consortium shall be reimbursed by toll revenues designated in paragraph (34) of subdivision (c) of Section 30914.

Projection Completion Date

May 1, 2008

Funding for the RFP will be from RM2 funds obtained through the Metropolitan Transportation Commission.

The City Attorney's Office has reviewed the item. The Contract Compliance Office has set a subcontracting goal of 15 percent for LBE participation.

SFMTA requests that this Board authorize the Executive Director/CEO to release a Request for Proposals for a Regional Zonal Integrated Fare Study on behalf of the TransLink® Consortium, evaluate the proposals, and negotiate an agreement with the highest-ranked proposer for approval by this Board.

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

RESOLUTION No. _____

WHEREAS, Regional Measure 2 (RM2) legislation approved by Bay Area voters in March 2004 calls for the TransLink® Consortium, consisting of Bay Area transit agency members, to develop a plan for "an integrated fare program covering all regional rapid transit trips"; and,

WHEREAS, The TransLink® Management Group (TMG) of the TransLink® Consortium designated the San Francisco Municipal Transportation Agency (SFMTA) to take the lead in preparing this Integrated Fare Study; and,

WHEREAS, The purpose of the program is "to encourage greater use of the region's transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies"; and,

WHEREAS, The Integrated Fare Study must be completed by July 2008 under State legislation (Streets and Highways Code Section 30914.5(e)); and,

WHEREAS, The target date to complete the review of proposals and selection rankings, negotiations and new contract award process is September 2007; and,

WHEREAS, Funding for this project is from RM2 funds through the Metropolitan Transportation Agency; and,

WHEREAS, A 15 percent LBE goal has been set for this RFP; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to release a Request for Proposals for a Regional Zonal Integrated Fare Study, evaluate the proposals, and negotiate an agreement with

the highest-ranked proposer for approval by the MTA Board.

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

Secretary, Municipal Transportation Agency Board

OFFICIAL ADVERTISEMENT

The City and County of San Francisco (“City”), through its Municipal Transportation Agency (“SFMTA”), desires to enter into a contract (“contractor”) for a regional zonal integrated fare study to be conducted by prospective consultant(s) during the term of this proposed contract.

The purpose of the integrated fare program is to encourage greater use of the region’s transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies.

The selected consultant will provide a detailed plan for management coordination and timely completion of an Integrated Fare Study Background Report which will provide information on existing and projected conditions as they relate to regular commuters who make multizonal trips in the region. The report should identify existing fare/transfer arrangements which satisfy the requirements of this project, current gaps in service, overlap in fare policies, and identify potential barriers to developing a cohesive regional fare policy.

The Consultant shall use the information gathered in earlier tasks to prepare and present recommendations on alternatives for a TransLink® Regional Zonal Integrated Fare Program.

The SFMTA will award one contract as a result of an RFP process for this study. Only proposals that address all requirements and specifications in the RFP will be accepted for review and considered for contract award. The contract period is estimated to be nine (9) months, commencing on September 1, 2007, and ending on May 1, 2008.

Proposals and completed forms must be submitted and received by SFMTA by 5:00 p.m. on June 25, 2007, at the following address:

Ms. Winnie Xie
San Francisco Municipal Transportation Agency (SFMTA)
One South Van Ness Avenue, 7th Floor
San Francisco, California 94103
E-mail: winnie.xie@sfmta.com

Prospective proposers may obtain the RFP, and additional information on this contract, including the forms to be submitted with the proposal, at the address given above or by calling Ms. Winnie Xie at 415-701-4583.

Firms submitting proposals are urged to include small businesses, including minorities, women and disadvantaged businesses, as subconsultants/subcontractors/suppliers for work under this contract. Written questions concerning participation of disadvantaged/small businesses and nondiscrimination requirements should be referred to Mr. André Boursse, SFMTA Contract Compliance Office, One South Van Ness Avenue, 3rd Floor, San Francisco, CA 94103; phone: 415-701-4362, fax: 415-701-4347.

See S.F. Human Rights Commission’s website at www.sfhrc.org for the City's Local Business Enterprise Directory, the Caltrans federally certified Disadvantaged Business Enterprise database at <http://www.dot.cagov/hq/hep/>, and the State of California certified small business database at

<http://www.pd.dgs.ca.gov/smbus/default.htm>.

The contractor will be required to comply with all applicable City, State, and Federal laws and regulations, as further described in the RFP and RFP Attachment 2.

The City will ensure that in regard to any contract entered into pursuant to this advertisement, disadvantaged/local/small business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against 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), weight, height, or association with members of classes protected under Chapter 12B of the San Francisco Administrative Code.

San Francisco Municipal Transportation Agency (SFMTA)

Request for Proposals for

REGIONAL ZONAL INTEGRATED FARE STUDY

DATE: MAY 16, 2007

Deadline For Submission: June 4, 2007, 2:00 p.m. PST

San Francisco Municipal Transportation Agency (SFMTA)

Request for Proposals for

REGIONAL ZONAL INTEGRATED FARE STUDY

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HRC Forms, please visit www.sfhrc.org for

Attachment 2, Requirements for Architecture, Engineering, & Professional Services Contracts

HRC Pre-award Forms:

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

HRC Post-award Forms:

- HRC Progress Payment Form
- HRC Payment Affidavit
- HRC Exit Report and Affidavit
- HRC Contract Amendment, Modification Form

REQUEST FOR PROPOSALS FOR
REGIONAL ZONAL INTEGRATED FARE STUDY

I. Introduction

The TransLink® Management Group (TMG) of the TransLink® Consortium (Consortium)⁴, consisting of Bay Area transit agency members, has been tasked with developing a plan for “an integrated fare program covering all regional rapid transit trips” as outlined in Regional Measure 2 (RM2) legislation approved by Bay Area voters in March 2004. RM2 legislation requires that members of the Consortium create a plan for an integrated fare program that includes “a zonal fare system for the sole purpose of creating a monthly zonal pass . . . for unlimited or discounted fares for transit riders making a minimum number of monthly transit trips between two or more zones.”

The TMG designated the San Francisco Municipal Transportation Agency (SFMTA), an agency of the City and County of San Francisco, to take the lead in preparing this Integrated Fare Study. SFMTA will work in coordination with a task force composed of staff from the TransLink® Consortium member agencies.

Regional Measure 2 (RM2) legislation approved by Bay Area voters in March 2004 (as excerpted below) calls for the Consortium to develop a plan for “an integrated fare program covering all regional rapid transit trips.” The purpose of the program is “to encourage greater use of the region’s transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies....”⁵

4 Charter Members of the Consortium are the SFMTA, the Metropolitan Transportation Commission, the Bay Area Rapid Transit District (BART), the Alameda-Contra Costa Transit District (AC Transit), the Golden Gate Bridge Highway & Transportation District (Golden Gate Transit), the Santa Clara Valley Transportation Authority (VTA), and the San Mateo County Transit District (Samtrans). General Members that have joined the Consortium include the Peninsula Corridor Joint Powers Board (Caltrain), Tri Delta Transit, the Livermore Amador Valley Transit Authority (LAVTA), the City of Benicia, and the City of Rio Vista. The Consortium is governed by the TransLink® Management Group, consisting of the general managers or executive directors of the SFMTA, BART, AC Transit, Golden Gate Transit, VTA, SamTrans, MTC, and Tri Delta Transit, which represents the General Members (smaller transit agencies).

5 The provisions regarding the integrated fare program are codified in Streets and Highways Code Section 30914.5(e):

(e) The TransLink Consortium, per the TransLink Interagency Participation Agreement, shall, by July 1, 2008, develop a plan for an integrated fare program covering all regional rapid transit trips funded in full or in part by this section. "Regional rapid transit" means long-haul transit services that cross county lines, and operate mostly in dedicated rights-of-way, including freeway high-occupancy vehicle lanes, crossing a bridge, or on the bay. Interregional rail services, originating or terminating from outside the Bay Area, shall not be considered regional rapid transit. The purpose of the integrated fare program is to encourage greater use of the region's transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies, including regional-to-regional and regional-to-local transfers. The integrated fare program shall include a zonal fare system for the sole purpose of creating a monthly zonal pass (monthly pass), allowing for unlimited or discounted fares for transit riders making a minimum number of monthly transit trips between two or more zones. The number of minimum trips shall be established by the plan. The integrated fare program shall not apply to fare structures that are not purchased on a monthly basis. For the

Because regional travel often requires the use of multiple transit systems, there are a number of inter-operator agreements that currently exist. The TransLink® system will be a way to standardize the fare collection systems of multiple agencies for ease of use by the customer. However, the TransLink® technology alone does nothing to integrate fare structures or fare policy. RM2 legislation has included funds to allow the Consortium members to consider how they might further streamline fare structures into a regional zonal pass structure to vend new multi-agency TransLink® products that go even further to meet the needs of regional commuters.

The hope is that more versatile and easy-to-use products will encourage ridership. Well-designed multi-system products may even increase revenue by attracting new riders who currently find prices or fare structures too cumbersome to choose transit.

II. Scope of Work

Phase I: Initial Analysis and Draft Alternatives

Tasks one through three, described below, comprise the requirements for Phase I of the study.

Phase I is designed to ensure that the operators concur on the goals and strategies of the RM2 legislation. The Consultant will then prepare a report that provides a solid analytical foundation for discussions with the TMG that focus on the following issues: the regular commuter market for multizonal trips in the region; how this market is being served today; what the plans are for serving it in the future; and how well a zonal monthly pass or other strategies would meet the legislation's stated purpose of encouraging "greater use of the region's transit network by making it easier and less costly for transit riders whose regular commute involves multizonal travel and may involve the transfer between two or more transit agencies, including regional-to-regional and regional-to-local transfers." Findings from Phase I will determine the content of the study's Phase II.

TASK 1 - INITIAL PROJECT PLAN

purposes of these zonal fares, geographic zones shall be created in the Bay Area. To the extent practical, zone boundaries for overlapping systems shall be in the same places and shall correspond to the boundaries of the local transit service areas. A regional rapid transit zone may cover more than one local service area, or may subdivide an existing local service area. The monthly pass shall be created in at least the following two forms:

- (1) For the use of interzonal regional rapid transit trips without local transit discounts.
- (2) For the use of interzonal regional rapid transit trips with local transit discounts. The plan may recommend the elimination of existing transit pass arrangements to simplify the marketing of the monthly pass. The integrated fare program shall establish a monitoring program to evaluate the impact of the integrated fare program on the operating finances of the participating agencies. The integrated fare program shall be adjusted as necessary to ensure that the program does not jeopardize the viability of local or regional rapid transit routes impacted by the program, and to the extent feasible, provide an equitable revenue-sharing arrangement among the participating agencies. This subdivision shall only be effective if the voters approve the toll increase as set forth in Section 30921, and any expenditures related to the implementation of this subdivision incurred by the TransLink Consortium shall be reimbursed by toll revenues designated in paragraph (34) of subdivision (c) of Section 30914.

The Consultant will provide a plan for management coordination and control to ensure successful and timely completion of this report. This task will also include confirming with the TMG the goals and strategies for the study.

The Consultant will

- Prepare a detailed project management plan, including schedule and cost breakdown for each sub-task described in this scope of services.
- Submit monthly cost and schedule reports to enable project monitoring.
- Submit invoices that show costs against major milestone tasks.
- Meet with the Consortium members at least monthly to review the cost, schedule status and progress of the work, as well as anticipated problems and potential solutions.
- Prepare status presentations and meet with the Consortium members and the TMG at key project milestones to update them on status and progress of the work
- Prepare and keep a record of all meeting minutes.
- Confirm goals and strategies for the study:
- Review the RM2 legislation language, meeting with its authors as necessary
- Prepare a succinct statement of the study's goal(s) and strategy(ies)
- Present the statement for review/revision
- Present finalized statement to the TMG, obtaining concurrence from all operators
- Carefully anticipate the number of meetings needed, as the cost of all meetings will be included as part of the contract price.
- Submit working and final drafts of all work products in a timely manner to allow for adequate review and revision prior to final submittal schedules.

WORK PRODUCTS

Project management plan

Contract budget and schedule and quality control plan

Monthly progress reports

Payment and review milestones

Presentation materials

Meeting minutes

Succinct statement of the study's goal(s) and strategy(ies) with which all agencies have concurred

TASK 2 - INTEGRATED FARE PROGRAM STUDY BACKGROUND REPORT

The Consultant will prepare an Integrated Fare Study Background Report that will provide information on existing and projected conditions as they relate to regular commuters who make multizonal trips in the region. The report should identify existing fare/transfer arrangements which satisfy the requirements of this project, current gaps in service, overlap in fare policies, and identify potential barriers to developing a cohesive regional fare policy.

The Consultant is expected to mainly rely on existing data sources to complete this task. However, the Consultant may suggest areas where new research is needed to complete the task, and if approved via contract, Consultant will be expected to complete and incorporate said new research results.

The Integrated Fare Study Background Report will include the following topics:

Background Information/Previous Studies

Review past studies related to inter-agency transfer or fare agreements for Bay Area transit operators, and identify for each what the challenges and results were from the study.

Demand for Service

Existing demand for service, including inter-operator service, that crosses county lines
Possible data sources are MTC Connectivity Study, MTC survey, census data (especially for work trips)

Analysis of the factors that influence demand for this service, including price, convenience, reliability, service quality, connectivity

Projected demand for such service

Availability of Existing Service and Fare Programs

Existing supply of service, including inter-operator service, that crosses county lines.

Identification of operators and routes (including frequency of service and duplicative service) and transit hubs. Note that this is not intended to be a level of service analysis, but rather is intended to identify transit availability that provides the opportunity for service under an integrated fare plan. It is not the intent of this study to set service standards.

Existing fare agreements and fare instruments (e.g., BARTPlus) between/among operators for inter-operator service, including analysis of how many riders served and why successful or unsuccessful

Fare policies of each operator

Fare structure of each operator

Analysis of Existing Service and Fare Programs

Comparison between demand for and availability of existing fare programs, including evaluation of the impact of fare policy or fare structure on demand

Analysis of a zonal monthly pass as best option to address the gaps between demand and availability

Identify options other than or in addition to a monthly zonal pass

WORK PRODUCTS

Integrated Fare Study Background Report

Draft report and recommendation

Finalized draft to TMG

TASK 3 - PRELIMINARY ALTERNATIVES DRAFT

The Consultant shall use the information gathered in earlier tasks to prepare and present a draft of alternatives for a TransLink® Regional Zonal Integrated Fare Program. This draft work will serve as the foundation for considering the elements of an Integrated Fare Program.

Present a range of alternatives along with each alternative's opportunities, challenges, and viability. These will be draft proposals intended to help Consortium agencies understand the full range of alternatives and implications of various aspects of any program.

For each alternative, include:

Impact on transit ridership

Impact on agency revenues, to include a general methodology for how the agencies are to share revenues from the Integrated Fare Program

Estimated shared and individual agency implementation costs

Estimated shared and individual agency ongoing costs

Criteria for measuring program success, including ongoing monitoring options sufficient to indicate to the transit operators if the program is meeting the identified criteria for success

Suggest which, if any, of the current inter-operator agreements could be abandoned with the introduction of a new pass, and which agreements, if any, could serve as a model for any of the proposed alternatives.

Lead the Consortium members through this analysis process. The range of alternatives should be structured in such a way that promotes the process of consideration.

It is likely that the preferred alternative to emerge will be a combination of attributes presented with the draft alternatives. The Consultant will need to document both the process and the preferred alternative that emerges.

The Consultant should carefully anticipate the appropriate number of meetings and presentations needed to complete this task, as the cost of all meetings will be included as part of the contract price.

The presentation materials and documented range of alternatives shall be sufficiently clear in language and presentation to allow the Consortium to use the draft alternatives as building blocks with which to communicate among the agencies and with the Consultant in providing further direction.

WORK PRODUCTS

Draft report and presentation to Consortium on viable alternatives for an integrated fare program

Finalized draft and presentations to TMG

Phase II: Development of Integrated Fare Program Plan

Based on the results of Phase I, the Consultant shall develop in greater detail the plan for an Integrated Fare Program. The plan shall be in sufficient detail that next steps, if the program is enacted, would be final program detailed design and implementation.

If the TMG decides at the conclusion of Phase I that a monthly zonal pass as described in the legislation will be an element of the preferred alternative then, under direction of the Consortium, the Consultant will:

Refine and document the preferred alternative, including details for how the program is to be structured

If the TMG decides in Phase I that strategies other than or in addition to a monthly zonal pass are needed to meet the legislative goal, then, under the direction of the Consortium, the Consultant will:

Draft an amendment to the RM2 legislation that includes strategies that better meet the legislation's stated goal
Refine and document the preferred alternative, including details for how the program is to be structured

WORK PRODUCTS

Draft report and presentation to Consortium on detailed plan for an Integrated Fare Program
Finalized draft and presentations to TMG

III. Submission Requirements

The SFMTA will award one contract as a result of an RFP process for this study. Only proposals that address all requirements and specifications in the RFP will be accepted for review and considered for contract award. The contract period is estimated to be 12 months.

A. Time and Place for Submission of Proposals

Proposals must be received by 2:00 p.m., on June 25, 2007. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with or mailed to:

Ms. Winnie Xie
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor Reception
San Francisco, CA 94103

Proposers shall submit 25 copies of the proposal and one copy, separately bound, of required HRC Forms in a sealed envelope clearly marked *REGIONAL ZONAL INTEGRATED FARE STUDY* to the above location. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format and Content of Proposals

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

1. Cover Letter and executive summary of the proposal (3-page maximum)

An introductory cover letter should be submitted, including:

- a. Company name and address of the proposing firm(s).
- b. Name, address, telephone number, fax number and e-mail address of the person(s) to be used as contact(s). These contacts must be authorized to make representations for the proposing firm(s).
- c. Statement that submission of this letter constitutes a representation by the proposing firm(s) that the proposing firm(s) is willing and able to perform the commitments contained in

the proposal.

- d. Signature by the person(s) specified in “b” above.
- e. Executive summary of the proposal.

2. Experience and Qualifications (10-page maximum excluding resumes)

a. Firm Background and Experience – Provide information relating to the Proposer’s specific background and experience in developing transportation-related fare studies and providing related consulting services to transit agencies, governmental organizations and/or related enterprise industries. Include a description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or subconsultants are proposed, provide the above information for each.

b. Project Team – Provide a list identifying: (i) each key person and firm on the project team, (ii) the project manager, (iii) the role each will play in the project, and (iv) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City’s prior approval. Include a brief summary of each individual’s related work experience and qualifications, including resumes of key staff that are proposed to be assigned to this project. Resumes should be included in an Attachment.

c. Client References – Provide three references for transportation-related studies that the Proposer has worked on, including at least one fare study, preferably with a zone integration focus. List each client’s name and location (city, county, state), reference contact person, phone number, e-mail address, dates of the engagement, and the names and roles of Proposer’s lead staff who worked on these engagements. The reference contact person should be a current employee within the respective agency for which the fare study was performed. Reference checks will be used to determine the applicability of Proposer experience to the services being requested, the quality of services and staffing provided to prior clients, adherence to schedules/budgets, Proposer’s problem-solving, project management, and communication abilities, performance on deliverables, and effectiveness in getting recommendations implemented.

3. Project Organization and Approach (10-page maximum excluding Sample Reports and resumes)

a. Project Organization – provide chart or matrix indicating the names of individuals who will be working on the Project (including the LBE subcontractor staff), descriptions of roles and responsibilities, and number of hours each individual will spend on the Project.

b. Project Approach and Schedule – Describe, in detail, the Proposer’s approach to the Scope of Work as outlined in Section II of this RFP, including the Proposer’s work plan that includes a staffing schedule and overall project schedule. Provide a timeline and methods for expediting successful completion of specific tasks and deliverables, including the Proposer’s methods for keeping the SFMTA informed about the progress of tasks and deliverables. Include Proposer’s expectations of the SFMTA involvement or level of effort and a list of questions the

Proposer would need answered and the data needed access to or to be provided by the SFMTA or other TransLink® Consortium members to complete the Project.

4. Project Cost and Work Effort Estimate -- Submit in a sealed envelope a detailed fee proposal, which includes a budget for each Task listed in Section II. Proposers should provide standard hourly billing rates by firm (if Contractor team is responding), staff name/role, the estimated percentage of overall team effort each staff person would allocate to the project, and the estimated number of hours typically spent on a project of the type the SFMTA is requesting, along with an estimated total amount for travel and miscellaneous project expenses. A spreadsheet or table format if preferred with sufficient detail to allow the SFMTA to determine the appropriateness of what is being included.

Proposers should blend the cost of hours, travel, and miscellaneous project expenses together to present an overall blended hourly rate. The rate is intended to fully compensate the selected firm for all services. No additional separate expenses are allowed, including reproduction, phone and facsimile costs associated with the services, as well as travel, lodging, meals, publication and any other expenses related to the completion of services.

Based on the blended hourly rate, the SFMTA will work with the Proposer(s) selected for contract negotiation to determine costs on a "not-to-exceed" basis for tasks and deliverables. "Not-to-exceed" means that Contractor will perform its obligations under the agreement with the SFMTA even if it is required to expend more than the number of hours used to determine the cost. The "not-to-exceed" price will be inclusive of all work and services needed to deliver the SFMTA 's requirements. The SFMTA intends to select a Proposer(s) that demonstrates appropriate qualifications and the best proposal to perform services, and reserves the right to accept other than the offer with the lowest hourly rate.

5. Sample Report – Proposers must provide one sample of a study performed in the last five years that includes a significant transportation fare analysis component. The Sample Report must have been developed by the project manager and team members who will be assigned by the Proposer to the project under this RFP. Any sample reports submitted should be included in an Attachment to the proposal.

IV. Evaluation and Selection Criteria

Minimum Qualifications

Each Proposal that does not demonstrate compliance with the minimum qualifications listed in this Section IV.A. will be deemed non-responsive and will not be scored. Please refer to the questionnaire (Attachment F) in providing this information.

1. Documented Experience: The Proposer must have at least five years experience in transportation planning and finance with primary responsibility for completing complex projects in these areas.
2. Errors and Omissions Coverage: Proposer must demonstrate at least \$1,000,000.00 of

errors and omissions coverage on the part of all team members participating in the Project. See Section 15 of the Sample Agreement.

B. Selection Criteria

The proposals will be judged by a Selection Committee comprised of Consortium members. The Selection Committee intends to evaluate the proposals in accordance with the criteria itemized below.

1. Project Approach (30 points)

- a. Understanding of the Project and the tasks to be performed, etc.
- b. Does the Proposal demonstrate a realistic, practical approach to maximize project success within the Project timeline?

2. Assigned Project Staff (30 points)

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

3. Experience of Firm and Subconsultants (25 points)

- a. Expertise of the firm and subconsultants in the fields necessary to complete the tasks
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets
- c. Experience with similar projects; and
- d. Results of reference checks.

4. Reasonableness of work schedule and fee proposal (15 points)

5. Oral Interviews (15 points).

The proposers in the competitive range may be invited to oral interviews. Interviews will consist of standard questions asked of each of the proposers, and specific questions regarding individual proposals. SFMTA reserves the right not to conduct oral interviews and to recommend award of a contract based solely on the scores of the written proposals.

C. CONTRACT AWARD

SFMTA will commence contract negotiations with the highest-scoring Proposer. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the SFMTA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the SFMTA,

in its sole discretion, may terminate negotiations with the highest scoring Proposer and begin contract negotiations with the next highest-scoring Proposer.

No proposal may be accepted and no contract may be awarded until such as (a) the Executive Director/CEO of the SFMTA recommends the Agreement for award and (b) the MTA Board of Directors adopts a resolution awarding the Agreement.

V. Schedule

The following is a summary of key dates related to this RFP and selection process:

Phase	Date*
RFP Is Advertised and Issued By the SFMTA	May 16, 2007
Pre Proposal Conference	May 23, 2007
Deadline for RFP Questions (12:00 P.M.)	May 31, 2007
Summary of Clarification Information Available (12:00 P.M.)	June 11, 2007
Proposals Due (2:00 P.M.)	June 25, 2007
Potential Interviews	July 9-13, 2007
Projected Start Date / Contraction Execution	September 1, 2007
Projection Completion Date	May 1, 2008

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

VI. Terms and Conditions for Receipt of Proposals

Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to SFMTA promptly after discovery, but in no event later than 10 calendar days prior to the date for receipt of Proposals to the contact person listed in Section VI.B below. Modifications and clarifications will be made by addenda as provided below.

Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of the intent to request written modification or clarification of the RFP must be directed by electronic email or fax to:

Ms. Winnie Xie
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor Reception
San Francisco, CA 94103
E-mail: winnie.xie@sfmta.com
Fax number: (415) 701-4736
Phone number: (415) 701-4583

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 SFMTA setting forth with specific SFMTA the grounds for the objection to the contact person listed in Section VI.B above. 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.

Addenda to RFP

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. If the Proposer provides an email address to the contact person specified in Section VI.B, copies of any addenda may be sent electronically if requested.

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 SFMTA prior to the Proposal due date regardless of when the Proposal is submitted. Therefore, SFMTA recommends that the Proposer call the contact person listed in Section VI.B above before submitting its Proposal to determine if the Proposer has received all addenda.

Proposal term

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

Revision of Proposal

Proposals may only be revised 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 due date for any Proposer.

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

Errors and Omissions in Proposal

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

Financial Responsibility

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

Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for 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) 581-2300.

Sunshine Ordinance

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

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

Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. If a Proposer is subject to Chapter 12L, then 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 (2) 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.

Reservations of Rights by 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:

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

No Waiver

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

Local Business Enterprise Goals and Outreach

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

1. Chapter 14B. Requirements

a. LBE Subconsultant Participation Goal(s)

The LBE subcontracting goal for this Contract is fifteen percent (15%) of the total value of the goods and/or services to be procured.

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

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C)&(D) and HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. (See RFP Attachment 15)

The current directory of HRC certified Local Business Enterprises can be viewed at http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlist_1.htm.

“Good-faith efforts” when required of a professional services provider shall mean the steps undertaken to comply with the goals and requirements imposed by the SFMTA for participation by LBEs as subcontractors, and shall include the following:

- (1) Attending any pre-solicitation or pre-bid meetings scheduled by the SFMTA to inform all Proposers of the LBE program requirements for the project for which the contract will be awarded;
- (2) Identifying and selecting subcontracting opportunities to meet the LBE goal;
- (3) Advertising for LBEs subs by posting the opportunity in an accessible location, specified by the SFMTA, not less than 10 calendar days before the date the bids can first be submitted. This paragraph applies only if the SFMTA gave public notice of the project not less than 15 calendar days prior to the date the bids can first be submitted;
- (4) Contacting LBEs certified to perform the identified work;
- (5) Providing LBEs that have notified the bidder of their interest with adequate information about the plans, specifications, and requirements for the work, provided that the Director may cap the number of contacts required; e.g.:

The number of firms to be notified:

- If the HRC list of certified enterprises identifies 1-25 available LBEs for the identified

trade, the potential contractor must contact all of the identified firms.

- If the HRC list of certified enterprises identifies 26-50 available LBEs for the identified trade, the potential contractor must contact 75% of the identified firms.
- If the HRC list of certified enterprises identifies 51-75 available LBEs for the identified trade, the potential contractor must contact 50% of the identified firms.
- If the HRC list of certified enterprises identifies 76-100 available LBEs for the identified trade, the potential contractor must contact 30% of the identified firms.
- If the HRC list of certified enterprises identifies 101 or more available LBEs for the identified trade, the potential contractor must contact 25% of the identified firms.

(6) Following up initial solicitations of interest by contacting potential LBE subcontractors to determine with certainty whether those enterprises were interested in performing specific items of the project;

(7) Negotiating in good faith with interested LBEs, and not unjustifiably rejecting as unsatisfactory bids or proposals prepared by any LBEs, as determined by the SFMTA;

(8) Where applicable, advising and making efforts to assist interested LBEs in obtaining bonds, lines of credit, or insurance required by the SFMTA or Awarding Authority;

(9) Making efforts to obtain LBE participation that the SFMTA could reasonably expect would produce a level of participation sufficient to meet the SFMTA's goals and requirements.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, HRC Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with HRC-certified LBEs located in San Francisco.

b. LBE Participation

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

- (1) A 10% discount to an LBE; or a joint venture between or among LBEs; or
- (2) A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- (4) A 10% discount to a certified non-profit entity.

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

HRC Forms to be Submitted with Proposal

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

HRC Attachment 2 is attached to this RFP as Attachment 15.

(2) Please submit two (2) copies of the above forms with your Proposal. The forms should be placed in a separate, sealed envelope labeled "HRC and SFMTA Forms", and sent to the following address:

André P. Boursse, Director
Attn: Naomi Steinway, Contract Compliance Officer
MTA Contract Compliance Office
One South Van Ness Ave., 3rd Floor
San Francisco, CA 94103

If you have any questions concerning the HRC Forms, please contact Naomi Steinway, Contract Compliance Officer, San Francisco Municipal Transportation Agency, at 415-701-4363.

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 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 prohibited from contacting any Board member, elected official, SFMTA or SFMTA staff member, other than the contact person listed in Section VI.B or as otherwise expressly authorized herein, from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA. This prohibition does not apply to communications with a Board member, elected official, SFMTA or SFMTA staff member regarding normal SFMTA 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 will 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.

Additionally, the firms and subcontractor(s) will not provide any gifts, meals, transportations, materials or supplies or any items of value or donations to or on behalf of any Board member, elected official, SFMTA or 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 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 (Attachments 5) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and 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.

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.

VII. Contract Requirements

A. Standard Contract Provisions

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

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance, the Health Care Accountability Ordinance, and the First Source Hiring Program, and applicable conflict of interest laws, as set forth in paragraphs B, C, D and E below.

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.

Note that the gross hourly compensation for covered employees for For-Profit entities is \$10.77

beginning January 1, 2005.

The MCO rate for non-profit corporations and government entities shall remain at \$9.00.

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

C. Health Care Accountability Ordinance (HCAO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse.

D. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, the successful Proposer will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in S.F. Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

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

conflict of interest

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

Individuals who will perform work for SFMTA on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to SFMTA within 10 calendar days of SFMTA notifying the successful Proposer that SFMTA has selected the Proposer.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five (5) working days of SFMTA's issuance of a notice of non-responsiveness, any firm that has submitted a Proposal and believes that SFMTA has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must

be received by SFMTA on or before the fifth (5th) working day following SFMTA's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for SFMTA to determine the validity of the protest.

B. Protest of Contract Award

Within five (5) working days of SFMTA's issuance of a notice of intent to award the contract, any firm that has submitted a responsive Proposal and believes that SFMTA has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by SFMTA on or before the fifth (5th) working day after SFMTA's issuance of the notice of intent to award.

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

C. Delivery of Protests

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

Ms. Winnie Xie
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor Reception
San Francisco, CA 94103
E-mail: winnie.xie@sfmta.com
Fax number: (415) 701-4736
Phone number: (415) 701-4583

Attachment A - Standard Forms

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

Before the SFMTA can award any contract to a contractor, that contractor must file four standard SFMTA forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the SFMTA has not included them in the RFP package. Instead, this Attachment describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing

(purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

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

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 5. To find out about item 5 and certification, the contractor should call Human Rights Commission at (415) 252-2500.

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
1.	Request for Taxpayer Identification Number and Certification http://www.sfgov.org/oca/purchasing/forms.htm http://www.irs.gov/pub/irs-fill/fw9.pdf	W-9	<i>The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.</i>	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6743
2.	Business Tax Declaration http://www.sfgov.org/oca/purchasing/forms.htm	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Office of Contract Admin. Purchasing Division SFMTA Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6718

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
3.	<p>S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits</p> <p>http://www.sfgov.org/oca/purchasing/forms.htm - In Vendor Profile Application</p>	HRC-12B-101	<p>Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the contractor's answers on this form. (Note: Contract-to-Contract Compliance status vendor must fill out this form each time contracting with the SFMTA.)</p>	<p>Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500</p>
4.	<p>HRC LBE Certification Application</p> <p>http://www.sfgov.org/oca/purchasing/forms.htm - In Vendor Profile Application</p>		<p>Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on SFMTA contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.</p>	<p>Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500</p>

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
5.	Insurance Requirements http://www.sfgov.org/oca/purchasing/add-forms.htm	P-607	Contain general information about insurance requirements applicable to some City proposals. It shows the types of insurance and coverage amounts the City may require of the successful Proposer, but check the RFP for specific requirements.	It may be required from the successful Proposer—see requirements in the RFP.
6.	Payment (Labor and Material) Bond http://www.sfgov.org/oca/purchasing/add-forms.htm		If the RFP requires a Payment (Labor and Material) Bond from the awarded contractor, discuss this form with your insurance carrier.	It may be required from the successful Proposer—see requirements in the RFP.
7.	Performance Bond http://www.sfgov.org/oca/purchasing/add-forms.htm		If the RFP requires a Performance Bond from the awarded contractor, discuss this form with your insurance carrier.	It may be required from the successful Proposer—see requirements in the RFP.

Where the forms are on the Internet

Office of Contract Administration

Homepage: <http://www.sfgov.org/oca/>

Purchasing forms: <http://www.sfgov.org/oca/purchasing/forms.htm>

Human Rights Commission

Search for HRC forms under HRC Homepage: www.sfhrc.org

Attachment B - Sample Agreement for Professional Services

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Avenue 7th floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and

[insert name of contractor]

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, hereinafter referred to as "City," acting by and through its Municipal Transportation Agency ("MTA").

Recitals

- A. The MTA wishes to engage the services of a consultant to perform a regional integrated fare study.
- B. A Request for Proposals ("RFP") was issued on [insert date], and City selected Contractor as the highest qualified scorer pursuant to the RFP.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract.
- D. Approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number [insert Personal Services Contract 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 Attachment A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. The City reserves the right at any time to approve, disapprove, or modify proposed Project plans, timelines, tasks and deliverables.

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 Executive Director/CEO of the MTA, 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]. The breakdown of costs associated with this Agreement appears in Attachment 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 MTA 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, include the following language:]

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of the MTA Progress Payment Form. If the Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the MTA and Contractor of the omission. If Contractor's failure to provide the MTA 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 the MTA Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using MTA's Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs

a. 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.

b. 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.

c. 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.

d. 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 the Contract Progress Payment Authorization 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.

9. Left Blank by Agreement of the Parties

10. Taxes

a. 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.

b. 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. The City reserves the right to approve or disapprove any staff person assigned to the Agreement throughout the contract terms.

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, and all members of its team, 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; 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) Errors and omissions insurance 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 provide the following:

(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. All policies shall provide thirty (30) days' advance written notice to City of reduction or non-renewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Ms. Winnie Xie

San Francisco Municipal Transportation Agency

One South Van Ness Avenue, 7th Floor Reception

San Francisco, CA 94103

E-mail: winnie.xie@sfmta.com

Fax: (415) 701-4736

Phone: (415) 701-4583

d. 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.

e. 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.

f. 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.

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) 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, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

i. 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.

6. 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.

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.

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 Attachment 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] 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 the MTA.

20. Default; Remedies

a. 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, 10, 15, 24, 30, 37, 53, 55, 57, or 58.
- (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.

b. 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.

c. 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

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), 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, e-mail or by fax, and shall be addressed as follows:

To City: Ms. Winnie Xie
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor Reception
San Francisco, CA 94103
E-mail: winnie.xie@sfmta.com
Fax: (415) 701-4736
Phone: (415) 701-4583

To Contractor: [insert name of contractor, mailing address, e-mail address and fax number]

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 three 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.

a. 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.

b. 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.

c. 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.

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

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 will involve the use of subcontracts, include subparagraphs 2., 3. and 4.:]

(2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is [fill in number] %.

Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

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

3. Subcontract Language Requirements

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

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

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

4. Payment of Subcontractors

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

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §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 the MTA) 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) 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 or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

43. Requiring Minimum Compensation for Covered Employees

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. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of \$10.77 an hour beginning January 1, 2005 and for the remainder of the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

b. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed

by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

c. Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting through the Contracting Department, shall determine whether such a breach has occurred.

d. 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, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

- (1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;
- (2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;
- (3) The right to terminate this Agreement in whole or in part;
- (4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and
- (5) The right to bar Contractor from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

e. 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.

f. Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

g. Contractor shall provide reports to the City in accordance with any reporting

standards promulgated by the City under the MCO, including reports on subcontractors.

h. The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five (5) business days to respond.

i. The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

j. 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. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. 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.

k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's action was frivolous, vexatious or otherwise an act of bad faith.

l. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause

contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) 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 City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

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

assert or enforce any rights under the HCAO by any lawful means.

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

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

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

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

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

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

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

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

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.

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for

consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time;

(2) Contractor will comply with requirements for providing timely, appropriate 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;

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

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

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.

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 the MTA, 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.

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.

55. Left Blank by Agreement of the Parties

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. Nondisclosure of Private Information

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(1) The disclosure is authorized by this Agreement;

(2) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(3) The disclosure is required by law or judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

d. Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against 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.

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

CITY

CONTRACTOR

Municipal Transportation Agency

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.

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

Approved as to Form:

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.

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

Authorized Signature

Printed Name

Title

Company Name

City Vendor Number

Address

City, State, ZIP

Phone Number

Federal Employer ID Number

APPENDICES

A: Services to be Provided by Contractor

B: Calculation of Charges

Attachment A

Services to be Provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

2. Reports

Contractor shall submit written reports as requested by the MTA. Format for the content of such reports shall be determined by the MTA. 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. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the MTA will be Sonali Bose.

Attachment 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.

Attachment C - Attestation of Compliance with Section VI (O), RFP Process
To be completed by all Proposing Firms and all Individual Subcontractors

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

Name of Individual Completing this Form: _____

The Form is Submitted on Behalf of Firm: _____

Name of RFP: SAN FRANCISCO MUNICIPAL TRANSPORTATION AUTHORITY,
REQUEST FOR PROPOSALS FOR CITATION PROCESSING SERVICES AND CITATION
MANAGEMENT SYSTEM, DATED NOVEMBER 2006

I attest that I and all members of the firm listed above will and have complied to date with
Section VI (O) of the above RFP Yes

I understand that if my firm or any members of the firm listed above are found to be in violation
of the Section VI (O) 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 _____

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:
Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or
voluntarily excluded from contracting with any federal, state or local governmental department

or agency;

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

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

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

Where the firm executing this RFP Attachment 6 is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.

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

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

Business Name:

Authorized Representative Name (print) Authorized Representative Title (print)

Authorized Representative Signature Date

Attachment E - Certification Regarding Lobbying

(Proposer or Proposed Subcontractor Business Name)

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

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

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

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any City employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA.

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

Business Name:

Authorized Representative Name (print) Authorized Representative Title (print)
Authorized Representative Signature Date

Attachment F – Background Questionnaire

THE COMPLETED BACKGROUND QUESTIONNAIRE MUST BE SUBMITTED WITH PROPOSAL.

The following statements as to experience and financial qualifications of the Proposer are submitted with the proposal as a part thereof and the truthfulness and accuracy of the information are guaranteed by the Proposer:

1. NAME:

(Print name of corporation, individual or firm name under which business is to be conducted, as it is to appear on the personal services agreement.

2. MAILING ADDRESS:

Street Address/P.O. Box City State
Zip

3. PROPOSER INTENDS TO DO BUSINESS AS A: _____
(Set forth with corporation, co-partnership, joint venture or individual.)

4 FULL NAME, TITLE AND ADDRESS of all the principal personnel of Proposer: If an individual, the name of the party proposing; if a co-partnership or joint venture the members of the co-partnership or joint venture; if a corporation the State of Incorporation, the president, vice president and secretary

PERSONNEL OF PROPOSER: (Full name - Do not use initials)

A. Contact Person:

First Name Middle Name Last Name

Title or Position (Co-Partner, joint venture, officer of corporation, or individual)

Residence Address City State Zip Code

B. _____
First Name Middle Name Last Name

Title or Position (Co-Partner, joint venture, officer of corporation, or individual)

Residence Address City State Zip Code

C. _____
First Name Middle Name Last Name

Title or Position (Co-Partner, joint venture, officer of corporation, or individual)

Residence Address City State Zip Code

5 Projects completed in transportation planning, regional transportation funding programs, and transportation finance oversight (last five years):

A General:

Total number of projects: _____

List 5-10 project names and types:

8. Does the Proposer have any claims or liens pending against it or has it ever been the subject of such action taken by any governmental body for the non-payment of taxes, law violations or violations of any city, county, state or federal codes?

NOTE: If the answer to any of the items 7-12 is "YES", please explain.

9. What level and type of insurance is carried by the Proposer? Please attach a copy of any errors and omissions insurance coverage

10. Prior to award or confirmation of the agreement the City may require the successful proposer to furnish further information to enable it to determine the responsibility or capability of the undersigned to perform the terms and conditions of the proposed personal services agreement and proposer agrees to provide such information.

The following individual is the authorized contact for this RFP and SFMTA should refer all questions and information related to the RFP to this individual:

Name of Firm Contact: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Street Address: _____

Dated: _____

Authorized Representative of Proposer

THIS PRINT COVERS CALENDAR ITEM NO.: 10.7

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

DIVISION: TRANSPORTATION PLANNING AND DEVELOPMENT

BRIEF DESCRIPTION:

Requesting approval of the plans and specifications and authorizing bid call for San Francisco Municipal Transportation Agency Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project.

SUMMARY:

- This construction project involves the replacement of the existing overhead contact system including the demolition of the existing system on a portion of the 22-Fillmore and 33-Stanyan lines. The scope of work includes installation of new steel poles, traction power cables and appurtenances, as well as installing underground conduits in new duct banks. The streetlights, traffic signals and curb ramps will also be replaced.
- The estimated cost for this construction contract is \$6 million. The construction work is to be substantially completed within 365 calendar days from the Notice to Proceed.
- The Contract Compliance Office has reviewed this calendar item and has established a Small Business Enterprise (SBE) goal of 15 percent.
- The City Attorney's Office has reviewed this calendar item.
- Federal, State, and local sources will provide funding for this Contract.

ENCLOSURES:

1. MTAB Resolution
2. Project Budget and Financial Plan

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO:

Contracting Section: Attn: Gigi Pabros
1 South Van Ness Avenue, 3rd Floor
San Francisco, CA 94102

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION:

Background

San Francisco Municipal Transportation Agency (MTA) Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project, is a construction contract to reconstruct a portion of the existing overhead system on those lines. The Project is part of Muni's multi-year Overhead Program to rehabilitate various aging segments of its Overhead Contact Systems (OCS). The goal of the program is to revitalize the deteriorated system to reduce maintenance, improve system reliability, and minimize operational problems.

Muni's No. 33 Stanyan is a cross-town trolley line that provides passenger service from the Potrero Avenue and 24th Street loop to the terminus on Sacramento between Arguello and Cherry streets. It shares a common service route with the No. 22 Fillmore on 16th Street from Potrero Avenue to Mission Street, and with the No. 14 Mission on Mission Street from 16th Street to 18th Street.

The scope of work for this project includes replacement of trolley wires, overhead special work, deteriorated trolley poles and other OCS hardware on 16th Street from South Van Ness Avenue to Kansas Street on Vermont Street from 16th Street to 17th Street and on 17th Street from Vermont to Kansas Street. The scope also includes construction of a new duct-bank and manholes and undergrounding of the existing deteriorated traction power system on 16th Street between Potrero Avenue and Kansas Street. The streetlights, traffic signals and curb ramps will also be replaced.

Because many portions of the OCS on the two lines have been replaced over the years or are in adequate condition, MTA staff has determined that only the above-described portions of the lines require immediate replacement under this Contract.

The bid documents specify that the construction work shall be substantially completed within 365 calendar days from the date of the Notice to Proceed. Liquidated damages will be \$2,500 per day for each day that the Contractor fails to achieve substantial completion.

The current estimate for the contract is approximately \$6 million.

Funding for the project will be from a combination of programmed Federal Transit Administration funds and local funds as detailed in enclosure 2.

The Contract Compliance Office has reviewed this item and has established a Small Business Enterprise (SBE) goal of 15 percent.

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

The plans and specifications for MTA Contract No. 1218 are not included as an enclosure to this calendar item. They are available for review at One South Van Ness Avenue, 3rd Floor, MTA Transportation Planning and Development Division.

This calendar item seeks MTA Board approval for the plan and specifications and authorization to advertise the bid call for Contract No.1218.

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

RESOLUTION No. _____

WHEREAS, Municipal Transportation Agency Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project, is a project to reconstruct the existing overhead contact system on a portion of those two Muni lines; and,

WHEREAS, The work to be performed under this contract includes replacement of the existing overhead contact system, including the demolition of the existing system; installation of new steel poles, traction power cables and appurtenances; installation of underground conduits in new duct banks; installation of new streetlights, traffic signals, curb ramps; replacement of paving; and demolition of the existing overhead contact system and traction power system, street lighting and traffic lights; and,

WHEREAS, The bid documents have been completed and the project is funded by Federal and local grants; and,

WHEREAS, The Contract Compliance Office has established a Small Business Enterprise (SBE) goal of 15 percent; now, therefore be it

RESOLVED, That the MTA Board of Directors approves the plans and specifications and authorizes the Executive Director/CEO to advertise Municipal Railway Contract No. 1218, No. 22 Fillmore and No. 33 Stanyan Trolley Overhead Reconstruction Project.

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

Secretary, Municipal Transportation Agency Board

ENCLOSURE 2
No. 22 FILLMORE AND No. 33 STANYAN TROLLEY OVERHEAD RECONSTRUCTION
PROJECT

San Francisco Municipal Railway Contract 1218
Project Budget and Financial Plan

Item	Budget
Conceptual Engineering Report:	
Staff Support (MTA and Other Dept. Services)	\$546,000
Design Phase:	
Staff Support (MTA and Other Dept. Services)	\$1,000,000
Construction Phase:	
Construction Contract	\$6,000,000
Staff Support (MTA and Dept of Admin Services)	\$1,854,000
Contingency	\$500,000
Total Cost	\$9,900,000

Funding	Amount
Federal Grants	\$7,920,000
Local Grants	\$1,980,000
<i>Total Funding</i>	\$9,900,000

THIS PRINT COVERS CALENDAR ITEM NO. 10.8

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

DIVISION: TRANSPORTATION PLANNING AND DEVELOPMENT

BRIEF DESCRIPTION:

Requesting authorization for the Executive Director/CEO to execute Contract Modification No. 42 to San Francisco Municipal Railway Contract No. MR-1142, Third Street Light Rail Project: 22nd Street to Jerrold Avenue, with Mitchell Engineering/Obayashi Corp., a Joint Venture, for an additional \$432,000.00 for a total amount not to exceed \$49,105,334.00 with no increase to the Contract time.

SUMMARY:

- On January 21, 2003, the Municipal Transportation Agency Board of Directors adopted Resolution No. 03-027, which awarded Contract No. MR-1142, Third Street Light Rail Project: 22nd Street to Jerrold Avenue, to Mitchell Engineering/Obayashi Corp., a Joint Venture, in the amount of \$42,202,780.00.
- On April 25, 2003, MUNI issued the written Notice to Proceed to start the work.
- The work performed under this Contract includes reconstruction of the roadway and sidewalk; construction of utilities, trackway, transit platforms, landscaping, traffic signals, streetlights, and overhead catenary system; and a seismic retrofit of the Islais Creek Bridge.
- Contract Modification No. 42 will compensate the Contractor for inefficiencies and loss of productivity incurred while performing platform work due to differing site conditions, re-sequencing, and site access restrictions. The Contract Modification will increase the contract amount by \$432,000.00 with no extension of time.
- The total cost of the modification is within the established approved budget for this project.
- The Contract Compliance Office and the City Attorney's Office have reviewed this calendar item.

ENCLOSURES (List numerically and by title):

3. MTAB Resolution
4. Previously Approved Contract Modifications
5. Contract Modification No. 42
6. Project Budget & Financial Plan

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING CALENDAR ITEM:

FINANCE:

EXECUTIVE DIRECTOR/CEO:

SECRETARY:

ADOPTED RESOLUTION

TO BE RETURNED TO:

Contracting Section, Attn: Gigi Pabros
1 South Van Ness Avenue, 3rd Floor
San Francisco, CA 94102

ASSIGNED MTAB CALENDAR DATE _____

PAGE 2.

EXPLANATION

On January 21, 2003, the Municipal Transportation Agency (MTA) Board of Directors adopted Resolution No. 03-027, which awarded Contract No. MR-1142, Third Street Light Rail Project: 22nd Street to Jerrold Avenue (Segment C) (“The Contract”) to Mitchell Engineering/Obayashi Corp., a Joint Venture, in the amount of \$42,202,780. On April 25, 2003, MUNI issued the written Notice to Proceed (NTP) to start the work. The original Contract duration was 760 calendar days from NTP.

The work performed under this Contract includes reconstruction of the roadway and sidewalks, construction of utilities, trackway, transit platforms, landscaping, traffic signals, streetlights, and the overhead catenary system. In addition, Segment C includes a seismic retrofit of the Islais Creek Bridge.

Due to the complex nature of this project and its interface with many City agencies and private utilities, a number of changes have been necessary to complete the work. A listing of all previously approved Contract Modifications is presented in Enclosure No. 2. Executed Contract Modifications have increased the contract amount by \$6,470,554.00 and extended the term by 191 calendar days. These contract changes may have resulted in impacts to the efficiency of the Contractor’s operations for which a number of Contract Modifications may be prepared and presented to this Board once those impacts and any associated resulting costs are fully analyzed. The total cost of the modification is within the established approved budget for this project.

Contract Modification No. 42 will compensate the Contractor for inefficiencies and loss of productivity while performing platform work due to differing site conditions, re-sequencing, and site access restrictions.

Both the City Attorney’s Office and the Contract Compliance Office have reviewed this calendar item.

Staff recommends that this Board approve Contract Modification No. 42 to San Francisco

Municipal Railway Contract No. MR-1142, Third Street Light Rail Project: 22nd Street to Jerrold Avenue, with Mitchell Engineering/Obayashi Corp., a Joint Venture, to increase the Contract amount \$432,000.00 to a total contract amount of \$49,105,334.00, with no extension of time.

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

RESOLUTION No. _____

WHEREAS, The Municipal Transportation Agency (MTA) Board of Directors adopted Resolution No. 03-027 on January 21, 2003 which awarded Contract No. MR-1142: Third Street Light Rail Project: 22nd Street to Jerrold Avenue to Mitchell Engineering/Obayashi Corp., a Joint Venture, in the amount of \$42,202,780.00; and,

WHEREAS, MUNI issued a written Notice to Proceed (NTP) to start the work on April 25, 2003; and,

WHEREAS, The original Contract duration for the project was 760 calendar days from NTP; and,

WHEREAS, Previously approved Contract Modifications No. 1 through 41 increased the Contract amount by \$6,470,554.00 and extended the Contract by 191 calendar days; now, therefore, be it

RESOLVED, That the MTA Board of Directors authorizes the Executive Director/CEO to execute Contract Modification No. 42 to San Francisco Municipal Railway Contract No. MR-1142, Third Street Light Rail Project: 22nd Street to Jerrold Avenue, with Mitchell Engineering/Obayashi Corp., a Joint Venture, to increase the contract value by \$432,000.00 to a total contract value of \$49,105,334.00, with no extension to the Contract time.

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

Secretary, Municipal Transportation Agency Board

Enclosure 2

Previously Approved Contract Modifications

Contract No. MR-1142, Third Street Light Rail Project: 22nd Street to Jerrold Avenue

Contract Modifications

No.	Description	Amount Change	Duration Change	Approved By
01	Delete Power Ductbanks and Power Manholes	\$ (644,602.20)	-	Executive Director/CEC
02	Additional Length of CISS Piles	\$ 180,000.00	-	Executive Director/CEC
03	Replace (E) Sewer between Arthur Ave. & Custer	\$ 244,222.00	-	Executive Director/CEC
04	Railroad Crossing Signal Interlock Changes	\$ 245,799.00	-	Executive Director/CEC
05	Add Textile Dome to Curb Ramps per ADA Requirements	\$ 135,169.00	-	Executive Director/CEC
06	Relocate Stored Rail per SSWP	\$ 99,000.00	-	Executive Director/CEC
07	New Lead Counter Weights North Leaf ICB	\$ 212,000.00	-	Executive Director/CEC
08	Add Rail Grout at Two ea. Half Grand Unions	\$ 723,542.00	-	Executive Director/CEC
09	Remove Two Metal Angles at the ICB	\$ 61,056.00	5	Executive Director/CEC
10	New Lead Counter Weights South Leaf ICB	\$ 100,000.00	-	Executive Director/CEC
11	Install Lead Counter Weights	\$ 415,000.00	30	Executive Director/CEC
12	Provide Tieback System for the ICB	\$ 96,300.00	-	Executive Director/CEC
13	Time Extension	\$ -	28	Executive Director/CEC
14	Not Issued	\$ -	-	Executive Director/CEC
15	Coal Tar Epoxy on Bridge Rails	\$ 38,379.00	-	Executive Director/CEC
16	Modify Train & Traffic Signals and IJs at the HGUs	\$ 100,813.00	-	Executive Director/CEC
17	UPRR Crossing Street Grade Modification	\$ 130,000.00	-	Executive Director/CEC
18	UPRR Replace (E) Insulated Joints and Install Rail Grout	\$ 60,000.00	-	Executive Director/CEC
19	Construct Twin Sewer at Third Street & Evans Avenue	\$ 119,716.00	-	Executive Director/CEC
20	Time Extension Due to Adverse Weather, Unforeseen Site Conditions, and City Caused Delay	\$ -	128	MTAB
21	Colored Pavement and Sealant at Intersection	\$ 51,555.00	-	Executive Director/CEC
22	Not Issued	\$ -	-	Executive Director/CEC

23	Changes to Sectionalizing Breaker	\$ 13,556.00	-	Executive Director/CEC
24	Changes to Traffic Control Cabinets	\$ 45,758.00	-	Executive Director/CEC
25	Roadway Grade Changes at Cesar Chavez Intersection	\$ 55,721.00	-	Executive Director/CEC
26	Revised Rail Profile & Rail Isolation	\$ 197,000.00	-	Executive Director/CEC
27	Not Issued	\$ -	-	Executive Director/CEC
28	Install Sewer Duckbill and Dispose class II Soil	\$ 43,282.00	-	Executive Director/CEC
29	Revise Sewer Manholes and Repair Existing Sewer	\$ 76,206.00	-	Executive Director/CEC
30	Revisions to Curb Ramps at Various Locations	\$ 78,565.00	-	Executive Director/CEC
31	Modification on OCS Foundations	\$ 95,042.20	-	Executive Director/CEC
32	Speed Bumps	\$ 80,045.00		Executive Director/CEC
33	Miscellaneous CO's	\$ 369,909.00		Executive Director/CEC
34	Traffic Gates	\$ 136,859.00		Executive Director/CEC
35	ICB Miscellaneous CO's	\$ 152,337.00		Executive Director/CEC
36	ICB Miscellaneous CO's	\$ 220,207.00		Executive Director/CEC
37	Miscellaneous Electrical CO's	\$ 247,267.00		Executive Director/CEC
38	Roadway, A&S, Move Rail, Allowances	\$ 792,429.00		MTAB
39	Jack Bridge, Curb Ramps, Ghilotti escalation	\$ 257,271.00		MTAB
40	Bridge OCS revisions, Underwater Cables	\$ 476,151.00		MTAB
41	Inefficiencies, loss of productivity on sewer work	\$ 765,000.00		MTAB
Total s		\$ 6,470,554.00	191	

CONTRACT MODIFICATION NO. 42

San Francisco Municipal Railway Contract No. MR-1142
THIRD STREET LIGHT RAIL TRANSIT – 22ND STREET TO JERROLD AVENUE

Segment – C

Page: 1 of 2

Contractor: Mitchell Engineering – Obayashi Corporation, A Joint Venture
P.O. Box 34399
San Francisco, CA 94143

The Contract is hereby modified as follows:

1. Compensate the Contractor for inefficiencies and loss of productivity incurred while performing platform work due to Differing Site Conditions, Re-sequencing of work, and Delayed Site Access.

Lump Sum, \$432,000.00

2. Add the following new Contract Pay Items:

CM 41 Impact costs for platform work	Lump Sum	\$432,000.00
--------------------------------------	----------	--------------

Total Amount of this Contract Modification: Increase, \$432,000.00

Previous Total of Contract: \$48,673,334.00

New Revised Total of Contract: \$49,105,334.00

Total Contract Time added by this Contract Modification		: None
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Previous Contract Completion Date : August 6, 2005

New Revised Contract Completion Date: August 6, 2005

3. All work is to be performed in accordance with the plans, specifications and requirements of the Contract, as amended and as directed by the City’s Resident Engineer.
4. This Modification is made in accordance with Article 75 of the Contract General Provisions.
5. Except as provided herein all previous terms and conditions of the Contract remain unchanged.

8. The City's payment of Contractor's costs for inefficiencies and loss of productivity described above is a full, complete, and compromise settlement of any and all costs incurred by the Contractor (including mark-up associated with those costs) in its direct performance of the Work.

The impacts of the Additional Work to the Contract are not known at this time. Contractor

CONTRACT MODIFICATION NO. 42

Contract No. MR-1142

Page: 2 of 2

**MITCHELL ENGINEERING/ CITY AND COUNTY OF SAN FRANCISCO
OBAYASHI CORPORATION, JV**

By: _____

Signature

Date

Curtis F. Mitchell
Managing Partner

By: _____

Signature

Date

Nathaniel P. Ford, Sr.
Executive Director/ CEO MTA

MTA Board of Directors

Resolution No. _____

Adopted: _____

Attest:

By: _____

Signature

Date

Roberta Boomer, Secretary

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____

Signature

Date

Robert K. Stone, Deputy City Attorney
Deputy City Attorney

ENCLOSURE 4
Third Street Light Rail Transit Project
Initial Operating Segment
Municipal Railway Contract MR-1142
Project Budget and Financial Plan

Cost Center	(\$Thousands)
Grantee Support Services	
Phase 1	\$13,267
Phase 2	28,842
Phase 3	87,483
Total Grantee Support	\$129,592
Consultant Services	
Phase 1	\$10,821
Phase 2	10,259
Phase 3	24,675
Total Consultant Services	\$45,755
Construction Contract Line Segments – Excluding MR-1142	\$197,932
Construction Contract MR-1142	\$51,962
Construction Contract MME	153,463
Total Construction	\$403,357
Right of Way Acquisition	\$27,079
Contingency	
Subtotal	\$605,783
15 Light Rail Vehicle	\$42,682
Total Initial Operating Segment Expense	\$648,465

Source: Third Street Light Rail Program Budget Funding Plan

THIS PRINT COVERS CALENDAR ITEM NO. : 15

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

DIVISION: Transportation Planning and Development Division

BRIEF DESCRIPTION:

Approving the FY 2008-2012 Capital Investment Plan (CIP) and the annual appropriation of the FY 2008 Capital Improvement Budget (CIB) for SFMTA.

SUMMARY:

- The FY 2008-2012 CIP is a strategic plan of investing dollars into capital projects to potentially increase the Agency's financial capacity and to improve the delivery of service. This plan includes a summary of all current and proposed capital projects, the annual Capital Improvement Budget, and a brief overview of the capital project prioritization process.
- The FY 2008-2012 CIP includes a five-year forecast and projection of planned expenditures of \$3,949,798,908 and anticipated revenues of \$2,189,486,340, which represents a projected shortfall of \$1,760,312,568. In addressing the projected shortfall, the Agency will develop a long-term capital financing plan referred to as the Capital Improvement Finance Plan (CIFP).
- The Capital Improvement Financial Plan (CIFP) will be presented to the Board for approval within 90 days after the Board approves the CIP. The CIFP will propose a strategic approach to applying all funding sources as well as determining ways to address the funding shortfall.
- The FY 2008 Capital Improvement Budget (CIB) includes the annual appropriation of expenditures and revenues totaling \$424,348,153.

ENCLOSURES:

1. MTAB Resolution
2. Attachment A - FY 2008-2012 Capital Investment Plan (CIP) and FY 2008 Capital Improvement Budget (CIB).

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION BRENDA WALKER _____

BE RETURNED TO

ASSIGNED MTAB CALENDAR DATE: _____

EXPLANATION:

CAPITAL INVESTMENT PLAN (CIP)

The Capital Investment Plan (CIP) is a strategic approach to capital planning and budgeting that includes a summary of all the current and proposed capital projects for MUNI and Parking and Traffic, a brief description of the major capital and construction programs, the annual Capital Improvement Budget (CIB), and an overview of the capital project prioritization process.

On April 3, 2007, the Transportation Planning and Development (TPD) staff presented to the Board of Directors the proposed FY 2008-2012 Capital Investment Plan (CIP) totaling \$3,933,578,651 of planned expenditures and \$2,184,786,340 of anticipated revenues, which represented a projected shortfall of \$1,748,792,311 over a five-year period of time.

Recently, the CIP was increased by \$16,274,798 to account for the additional capital expenditures needed to support the SFMTA's infrastructure, information technology and systems projects, parking and traffic projects, and various safety and security projects. Therefore, the FY 2008-2012 CIP totals **\$3,949,798,908** of planned expenditures and \$2,189,486,340 of anticipated revenues, which represents a projected shortfall of \$1,760,312,568.

In addressing the projected shortfall, the Agency will develop a long-term capital financing plan referred to as the Capital Improvement Finance Plan (CIFP). The Capital Improvement Financial Plan (CIFP) will be presented to the Board for approval within 90 days after the Board approves the CIP. The CIFP will propose a strategic approach to applying all funding sources as well as determining ways to address the funding shortfall.

While the CIP reflects a five-year projection of the capital expenditures and revenues, it is a planning document to be used as a basis for the development of the annual Capital Improvement Budget (CIB).

CAPITAL IMPROVEMENT BUDGET (CIB)

On April 3, 2007, the TPD staff also presented the FY 2008 Capital Improvement Budget (CIB) totaling \$423,408,153 in expenditures and revenues. Recently, the FY 2008 CIB was increased by \$940,000 to support information technology and systems projects. Therefore, the FY 2008

CIB totals **\$424,348,153** in expenditures and revenues. While the FY 2008 Capital Improvement Budget is balanced, the SFMTA remains challenged with seeking additional revenues to address the \$109,996,264 million of deferred capital projects for FY 2008. The TPD and the Finance staff will be working together to obtain additional financial resources to address the SFMTA's short-term and long-term financial issues.

The FY 2008 Capital Improvement Budget (CIB) totaling \$424.3 million will fund a variety of construction activities within the four major capital improvement programs, as follows:

- **Fleet Program (\$87.4m)** - includes the purchase and replacement of revenue vehicles such as motor coach hybrid buses, diesel buses, trolley coach buses, light rail vehicles (LRVs), Historic Vehicles, and the mid-life rehab and overhaul of vehicles.
- **Facility Program (\$87.7m)** – includes the rehabilitation, renovation, improvements, replacement, and maintenance of facilities such as Islais Creek, Flynn, Woods, Potrero, Central Control, and safety and security improvements at various facilities.
- **Infrastructure Program (\$224.8m)** – includes the rehabilitation, renovation, improvements, and replacement of overhead lines, track/rail, radio, fare collection systems, escalators and elevators, train control systems, and advanced vehicle location systems, bus rapid transit (BRT) projects, traffic signals, parking signs, parking striping, traffic calming, pedestrian safety, planning studies, and various information technology and systems projects.
- **Equipment Program (\$24.4m)** - includes the purchase and installation of equipment to support homeland security, yard intrusion alarm systems, tunnel intrusion systems, electronic LED signage systems, facility video camera connectivity, and other miscellaneous equipment.

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

RESOLUTION No. _____

WHEREAS, The FY 2008 Capital Budget request for the SFMTA is being prepared in accordance with the City Charter Section 8A.106; and

WHEREAS, Charter Section 8A.106 (b) requires the SFMTA to certify that the Capital Budget is adequate in all respects to make substantial progress towards meeting the goals, objectives, and performance standards established pursuant to Section 8A.103 for the fiscal year

covered by the budget; and

WHEREAS, The SFMTA Board approves the FY 2008-2012 Capital Investment Plan representing a five-year projection of the planned expenditures and anticipated revenues for the SFMTA; now, therefore be it

RESOLVED, That the SFMTA Board of Directors approves the SFMTA's FY 2008 Capital Budget in the amount of \$424,348,153, as itemized in Attachment A to the calendar item; and be it further

RESOLVED, That in accordance with the requirements of Charter Section 8A.106 (b), the SFMTA certifies that the FY 2008 SFMTA Capital Budget is adequate in all respects to make substantial progress towards meeting the goals, objectives, and performance standards established pursuant to Section 8A.103 for FY 2008; and be it further

RESOLVED, That the SFMTA Board of Directors approves the SFMTA's FY 2008 - 2012 Capital Investment Plan, which represents a five-year projection of the capital needs of the SFMTA in the amount of \$3,949,798,908, as itemized in Attachment A to the calendar item; and be it further

RESOLVED, That the Executive Director/CEO is hereby authorized to make any necessary technical and clerical corrections to the approved capital budget of the SFMTA and to allocate additional revenues and/or City and County discretionary revenues in order to fund additional adjustments to the capital budget, provided that the Executive Director/CEO shall return to the SFMTA Board of Directors for approval of technical or clerical corrections that, in aggregate, exceed a five percent increase of the total SFMTA FY 2008 Capital Budget.

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

Secretary, Municipal Transportation Agency Board