



SFMTA
Municipal
Transportation
Agency

Request for Proposals for

RFP No. SFMTA 2016-15

VISION ZERO EDUCATION-COMMUNICATIONS PROGRAM 2015

(CCO No. 15-1372)



Date Issued:	September 28, 2015
Pre-proposal Conference:	October 6, 2015
Proposal Due:	October 23, 2015, 1p.m. PT

San Francisco Municipal Transportation Agency (SFMTA)
Request for Proposals for Vision Zero Safe Streets Anti-Speeding Education
Program 2015

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I. Introduction and Schedule

A. General

The SFMTA seeks highly qualified firms to communicate information to multiple audiences and stakeholders in the development and implementation of an education and communications campaign in support of the Vision Zero San Francisco Policy (the Policy) which seeks to achieve the goal of increasing awareness of Vision Zero in San Francisco, increasing the understanding that everyone who uses San Francisco's streets has a role in helping achieve the goal of zero traffic deaths in San Francisco, and supports programmatic and legislative efforts that the City takes on in its pursuit of Vision Zero.

The four key goals of the Policy are: (1) Measureable shift in the understanding that each person using city streets has the ability to change behaviors to achieve a reduction in severe and fatal injury collisions. (2) Measureable increases in awareness of key traffic laws and requirements. (3) Measureable reductions in injuries and fatalities caused by speeding, vehicles making turns, pedestrians stepping into the paths of on-coming cars and bicyclists failing to yield and other factors as identified. (4) Measureable reductions in awareness of programs and policies related to creating safer streets in San Francisco.

All services described in this RFP will be performed on an as-needed basis. The contractor may only start work upon receipt of an executed task order from the SFMTA. Each task order will be defined for a specified scope of services, a specified dollar amount and for a specified amount of time. Contractors must have demonstrated expertise in a broad range of services to complete task orders issued by the SFMTA. Selection does not guarantee that a task order will be issued.

The contract shall have an original term of 18 Months.

B. Schedule

The anticipated schedule for selecting a consultant is:

<u>Phase</u>	<u>Date</u>
RFP is issued by the City:	September 28, 2015
Pre-proposal conference:	October 6, 2015, 9:00 a.m. Corona Heights Conference Rm, 6 th Floor, One South Van Ness, San Francisco, Ca
Deadline for submission of written questions or requests for clarification:	October 16, 2015
Proposals due:	October 23, 2015

- * The SFMTA reserves the right to not conduct oral interviews and select a firm based on the written proposals only.

II. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Contractors must have demonstrated expertise in a broad range of services to complete task orders issued by the SFMTA.

1. **Program Development and oversight:** provide the Education/Communications program oversight including coordination with other City of San Francisco departments and regional partners. (up to \$210,000)
 - a. Create and facilitate an outreach plan for public engagement on a project or issue;
 - b. Support development of public private partnerships that engage corporate social responsibility opportunities to further Vision Zero goals
 - c. Subject to the prior approval by the SFMTA, provide an account representative, to serve as a single point of contact for all services (the “Account Representative”). The Account Representative and other staff members shall meet with the SFMTA’s representatives as necessary to discuss creative, marketing, and planning strategy and objectives.
2. **Research and Evaluation:** provide both audience research and program evaluation for the education/communications program to support developing Vision Zero messaging, branding or materials in support of the overall communications goals for Vision Zero SF. (Up to \$170,000)
 - a. Conduct market research/surveys/focus groups in order to prepare programs, evaluate the effectiveness of programs, assess attitudes and perceptions regarding education and media, and develop ways to improve the effectiveness of future programs and communication efforts;
 - b. Develop framing briefs and case studies for impacting and supporting community-wide perception and behavior change. Use scientific methods to explore, in great depth, the nature and extent of traffic safety as it relates to public health and provide reports on how best to impact the issue’s coverage and framing and refine the efforts strategies and goals.
 - c. Develop and execute pre-and post-campaign evaluation plans at the written request of the SFMTA. Provide written reports, schedules and receipts prior to and as part of each phase of a Task Order, as defined below, during the course of each campaign. Summary reports will include a detailed breakdown of anticipated staff and required resources/costs necessary for each phase of a campaign. The SFMTA shall approve, in advance and in writing, all work and expenditures. Post-campaign evaluations should include data on campaign media impressions and performance;

3. **Campaign Creative:** develop the Vision Zero SF program, ongoing maintenance of the Vision Zero SF website and communications plan, materials, corporate social responsibility, and digital and social media. This also includes developing public private partnerships that engage corporate social responsibility opportunities. (up to \$135,000)
 - a. Develop a public awareness strategy, including a plan for implementation by SFMTA staff within targeted communities;
 - b. Develop a stakeholder message map for elected officials, funding agencies, community groups, voters, riders, visitors, residents, the public, media and merchants, among others that recognizes different stakeholders needs for different versions of messages and themes;
 - c. Develop strategic messages, program themes, slogans and logos;
 - d. Design copy and art for online materials including websites and e-mail programs;
 - e. Produce print advertising for newspapers, magazines, transit systems (buses/subways) and billboard advertising for programs;
 - f. Identify and develop integrated collateral materials and delivery methods that work with specific target audiences handling all aspects of copy and design development; language translations; printing and press checks.
 - g. Develop video packages for use in presentations, with media, social media and other digital formats
 - h. Subject to the prior approval by the SFMTA, provide a dedicated, experienced and creative staff person whose workload shall be consistent with the SFMTA assumptions herein (the “Creative Staff Person”). The assigned creative staff person shall sufficiently understand the principles of advertising, writing, and graphic design, and consistently provide high-quality professional services.
 - i. Multicultural assets: engage consultant to ensure culturally competent communications including research with monolingual communities, the development of multicultural campaign materials, and knowledgeable outreach to non-mainstream communities.
4. **Development of Program and Promotional Materials:** create and print fact sheets, outreach tool-kits for the community, presentations, and community event materials to be utilized by the outreach team. (up to \$90,000)
 - a. Design copy and art for printed materials, including flyers, brochures, posters, banners, decals, letterhead and envelopes for programs;

- b. Design copy and art for promotional items such as magnets, buttons, T-shirts, caps, mugs and pencils for programs;
 - c. Provide all creative services necessary for production, including typesetting, filming, dubbing, recording, editing, and photographic services for programs;
 - d. Provide all campaign and other media in a variety of electronic formats (i.e. JPEG, GIF, TIF, QuickTime, MOV, video streams, etc.);
 - e. Complete all types/facets of campaign commercials at broadcast quality, including tapes and digital files for commercials and camera-ready art for print;
 - f. Responsible for all production costs as well as talent fees for commercials approved by the SFMTA as set forth in each phase of any Task Order (as described below);
5. **Outreach Ambassadors:** engage a consultant or provide staffing to provide flexible outreach in the community. The goal would be to provide an average of 4 people, 10 hours a week each, in the community raising safety visibility providing community organization presentations. Includes outreach in different languages to non-mainstream communities to be defined through the development of the program. Also, support development of a Vision Zero Speakers Bureau of high level representatives who can speak and present publicly at public meetings and conferences. This work would be coordinated by the project consultant with direction from SFMTA's program manager (up to \$120,000).

General requirements

1. Receive prior written approval from the SFMTA for each phase in the development of a program before commencing the next phase;
2. Provide an ongoing Progress Summary for each campaign and maintain a separate up-to-date Contract Usage Summary that includes job titles, job numbers, costs and invoicing for staff and freelancers. Upon request by the SFMTA, either such summary shall be forwarded by the Contractor within two (2) business days to the SFMTA or as promptly as practicable with respect to third party information.
3. With respect to all the tasks described above, provide written reports, presentations and other documentation and assistance to the SFMTA as reasonably requested; and
4. Have the capacity to develop 3-4 new creative programs per year

Task Order Process

The following describes the task order process that will be followed:

Task Requirements. Task requirements will be defined by the SFMTA. The cost and estimated time to perform the task fully will be agreed upon in advance of the start of work on

the task in accordance with the terms and conditions of the Agreement with the contractor, generally following the procedures outlined below.

(a) **Scope of Work.** SFMTA will prepare the scope of work and expected time of completion and transmit the Task Order to the contractor with a request for a proposal for the performance of the task.

(b) **Information and Data.** The contractor shall request in writing any information and data it will require to perform Task Orders. The Contractor shall identify the timing and priority for which this information and data will be required. The Contractor and SFMTA shall reach agreement as to the availability and delivery time for this data and information during initial Task negotiations.

(c) **Contractor Proposal.** The contractor shall prepare and submit a proposal for the task showing:

(i) A work plan that includes a detailed description by subtask of the work to be performed and the means and methods that will be used to perform it;

(ii) Milestones for completion for each subtask and deliverables at each milestone;

(iii) Personnel and the subcontractors assigned to each part of the work, along with a resume or curriculum vitae that indicates why such personnel are qualified to perform the work; and prior experience in performing work of this nature;

(iv) A detailed cost estimate for each task and subtask showing:

(1) Estimated hours and direct salaries by position (hourly rates by position for all personnel). Labor hours for preparing monthly invoices or filling out required LBE forms will not be allowed. The contractor will manage subcontractors so additional subcontractor program management labor hours will not be allowed. Overtime labor hours will not be allowed without prior written approval. If overtime is approved, it will be billed at the billing rates listed in the contract and not at one and one half times the billing rate;

(2) Overhead, including salary burden costs for both contractor and subcontractors; to arrive at this cost, the overhead rate is multiplied by the cost in (1) above;

(3) Estimated reasonable out-of-pocket expenses;

(4) Proposed profit as follows:

- Proposed profit of contractor's work effort as fixed fee amount not to exceed seven percent of contractor's estimated direct salaries and overhead costs; and
- For work performed by all subcontractors, proposed total mark up for contractor on subcontractor's work effort as a fixed fee not to exceed three percent of subcontractor's total labor charges.

Negotiation of Cost and Profit. The SFMTA will review the proposal and negotiate either a lump sum price or a fixed profit to perform the work of each subtask and task and either a total price or a total cost not to exceed for the task

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 1 p.m. PT on October 23, 2015. Postmarks will not be considered in judging the timeliness of submissions. Electronic proposals can be submitted via email to Geoffrey.diggs@sfmta.com. Proposals submitted via electronic media storage device i.e. USB drive or CD, may be delivered in person and left with Geoffrey Diggs or mailed to:

Attn. Geoffrey Diggs
SFMTA Contracts & Procurement
1 S. Van Ness Ave. 6th Fl.
San Francisco, CA 94103-5417

Proposers shall submit the following to the above location:

- One electronic copy on portable electronic media such as CD or flash drive of your entire proposal including completed and signed Appendices D, E and F. (Appendices A and G will be submitted as separate files as stated below.)
- One electronic copy of your completed and signed Appendix A forms (see VI.O and Appendix A) as a separate file on your electronic media submission.
- One electronic copy of your completed Appendix G (fee or cost proposal form) as a separate file on your electronic media submission.
- All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a proposal on behalf of your firm. Your electronic media should be clearly marked that it is for “SFMTA- 2016-15.”

B. Format

For all electronic documents, please ensure that the typeface is legible and accessible for viewing on a computer monitor, laptop or (electronic) tablet.

If your response is over 20 pages, please include a Table of Contents.

C. Content

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

1. Introduction and Executive Summary

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

by your firm that your firm is willing and able to perform the commitments contained in the proposal.

2. Project Approach

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

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the City's required time frame; and
- c. Assignment of work within your firm's work team.

3. Firm Qualifications / References

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

- a. Name, address, and telephone number of a contact person;
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of not more than four projects similar in size and scope prepared by your firm that indicate your experiencing in acting as a full-service capacity, including: client / reference **email addresses** 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. These descriptions should support past success in:
 - delivering, either directly or via a subcontractor, creative media in all formats to media outlets;
 - conducting, either directly or via a subcontractor, qualitative and quantitative research to both inform the development of, and track the success of, programs
 - translating materials into multiple languages, including Chinese Mandarin/Cantonese and Spanish, as required.
 - tracking campaign impressions and maximize earned and social media placements;
 - working with social and digital media;

4. Team Qualifications

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the SFMTA's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief résumés if necessary.

5. Fee or Cost Proposal

The SFMTA intends to award this contract to the firm that it considers will provide the best overall program services. The proposing firms may propose a fee structure using a hourly rate or flat fee rate, or combination thereof. If proposing an hourly rate for any services, include the rates for all members of your team. All hourly rates should be shown as "fully burdened," i.e., inclusive of all indirect/overhead costs projected for your bid for services such as reproduction, administrative staff assistance, etc. However, break out how much of the rate is attributable to direct labor, overhead and profit. The SFMTA reserves the right to accept other than the lowest-priced offer and to reject any proposals that are not responsive to this request.

Please complete and provide a fee or cost proposal in Appendix G as a separate electronic file that includes the information described above.

6. Example Campaign

Please describe an example of a previous project similar to the scope of work that your firm has completed. Describe the type of methods of research used and designs to implement behavior change.

IV. Evaluation and Selection Criteria

Minimum Qualifications

To be considered for award, a Proposer must (1) be certified by the San Francisco General Services Agency's Contract Monitoring Division (CMD) as a Community Relations/Public Affairs firm, and (2) meet or exceed each of the following minimum qualifications. A Proposer that does not meet the Minimum Qualifications will not be considered. The SFMTA may, however, waive any inconsistencies or deficiencies which the SFMTA deems, in its sole discretion, to be minor or technical. These requirements must be true for the person or persons who shall be responsible to work on this project.

- Be considered a full-service communications agency, capable of executing creative programs across a wide variety of mediums (print, television, online, radio, outdoor, video, etc.);
- Employ a creative staff that sufficiently understands the principles of advertising, writing, and graphic design, and consistently provides high-quality professional services;
- Provide one client liaison who is the main point of contact for all projects;
- Have experience executing programs and projects under tight timelines;
- Have a proven ability to deliver, either directly or via a subcontractor, creative media in all formats to media outlets;
- Have experience conducting, either directly or via a subcontractor, qualitative and quantitative research to both inform the development of, and track the success of, programs
- Have experience translating materials into multiple languages, including Chinese Mandarin/Cantonese and Spanish, as required.
- Have experience tracking campaign impressions and maximize earned and social media placements;
- Have experience with social and digital media;
- Have a demonstrated interest in roadway safety;
- Employ administrative staff capable of submitting detailed billing packages with accuracy and efficiency, conforming to City government requirements.
- Have been in operation for a minimum of two full years.

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

B. Selection Criteria

The proposals for each subject area of the scope of work will be evaluated by a selection committee comprised of parties with expertise in communications. The SFMTA intends to evaluate the proposals generally in accordance with the criteria itemized below. All firms that have a statistical chance of being the successful proposer will be interviewed by the committee to make the final selection.

1. Project Approach (10 points)

- a. Understanding of the project and the tasks to be performed, etc.

2. Assigned Project Staff (20 points)

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

3. Experience of Firm and Subconsultants (20 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

4. Fee or Cost Proposal (10 points)

- a. Proposed fee is within a reasonable range for this type of work;
- b. The hourly rates for the as-needed work are:
 - i. Commensurate with the experience and skill level of assigned staff; and
 - ii. Fall within market rates.

7. Example Campaign (20 points)

- a. Communications used to address a complex issue
- b. Data and research used to identify messaging
- c. Designs to implement behavior and opinion change

8. Oral Interview (25 points)

Following the evaluation of the written proposals, all firms that have a statistical chance of being the successful proposer will be interviewed by the committee to make the final selection. The interview will consist of standard questions asked of each of the proposers. **The SFMTA reserves the right to not hold oral interviews and select a firm based on the written proposal only.**

6. Reference Checks

SFMTA may perform reference checks for those firms who are shortlisted.

V. Pre-proposal Conference and Contract award

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on October 6, 2015, at 9:00 a.m. PT to be held at Candlestick Conference Room, Sixth Floor, One South Van Ness, San Francisco, Ca 94103. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract Award

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

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Geoffrey.diggs@sfmta.com

Please include "SFMTA 2016-15" in the subject line of your email.

C. Objections to RFP Terms

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

D. Change Notices

The SFMTA may modify the RFP, prior to the proposal due date, by issuing Bid Addendum(s), which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the SFMTA prior to the proposal due date regardless of when the proposal is submitted. Therefore, the SFMTA recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s).

E. Term of Proposal

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

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

The 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 the SFMTA and may be used by the SFMTA in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the

contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

J. Communications Prior to Contract Award

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

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

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

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

by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of the SFMTA and if required, by the San Francisco Board of Supervisors.

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

An executed Attestation of Compliance (See Appendix D) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

K. Sunshine Ordinance

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

L. Public Access to Meetings and Records

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

submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

M. Reservations of Rights by the City

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

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

N. No Waiver

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

O. Local Business Enterprise Goals and Outreach

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

1. LBE Subconsultant Participation Goals

The LBE subconsulting participation goal for this contract is 25% of the total labor value of the services to be provided. Proposers are advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate, in its response, that it either: 1) qualifies for the good faith efforts exception set forth in Section 14B.8(B) by

demonstrating that it exceeds the established LBE subconsulting participation goal by 35% or more, or 2) meets the established LBE subconsulting participation goal AND used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code Chapter 14B Section 14B.8 and 14B.9. For each LBE identified as a subconsultant, the Proposal 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 subconsultants must be certified with the San Francisco Human Rights Commission as Small or Micro-LBEs 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. If a Proposer does not demonstrate in its proposal that it exceeds the established LBE subconsulting participation goal by at least 35%, such proposer must meet the established LBE subconsulting participation goal AND demonstrate adequate good faith efforts to meet the LBE subconsulting participation goal. **Any proposal that does not meet the requirements of this paragraph will be deemed non-responsive.**

Proposals which fail to comply with the material requirements of S.F. Administrative Code Section 14B.8 and 14B.9, CMD 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 subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with CMD-certified Small and/or Micro-LBEs located in San Francisco.

2. LBE Rating Discount

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any proposers who are certified by CMD 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 CMD at (415) 581-2319. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- a. A 10% discount to any proposal submitted by a Small or Micro- LBE; or a joint venture among Small and/or Micro-LBE proposers; or
- b. A 5% discount for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers; or
- c. A 7.5% discount for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers; or
- d. A 10% discount for certified LBE non-profit agencies; or
- e. A 2% discount to any proposal from an SBA-LBE, except that the 2% discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to

the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function.

3. CMD Forms to be Submitted with Proposal

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

b. Please submit one electronic copy of the above forms with your proposal. The forms should be a separate electronic file on the media that you submit (see III.A).

If you have any questions concerning the CMD Forms, you may call Preston Tom, SFMTA Contract Compliance Office at (415)701-4437.

P. Employment Non-Discrimination and Economically Disadvantaged Workforce Hiring Provisions

1. General

As a condition of contract award, consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code and the hiring of economically disadvantaged persons as required by the City's First Source Hiring Program, Chapter 83 of the Administrative Code.

2. Nondiscrimination Provisions

a. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

b. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the Code. The consultant, contractor or subconsultant/subcontractor will take action to ensure

that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

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

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract. Prior to the award of this contract, the SFMTA has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

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

- a. If the non-compliance cannot be resolved, the SFMTA shall submit to the consultant or subconsultant a written Finding of Non-compliance.
- b. The SFMTA shall give the consultant or subconsultant an opportunity to appeal the Finding.
- c. The SFMTA may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the SFMTA.

4. Complaints of Discrimination after Contract Award

- a. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with CCO procedures.
- b. A finding of discrimination may result in imposition of appropriate sanctions, including:
 - (i) There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.
 - (ii) The contract may be canceled, terminated or suspended in part by the SFMTA.
 - (iii) The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

5. Trainees – First Source Hiring Program

- a. Trainee Requirements:** Consultants are required to comply with the City’s First Source Program, Administrative Code Section 83, which fosters employment opportunities for economically disadvantaged individuals. Consultants are required to notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally. In addition, the SFMTA requires consultants to hire a minimum number of professional service trainees in the area of the consultant’s expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City’s One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

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

- b. The trainee must be hired by the prime consultant or by any subconsultant on the project team.
- c. No trainee may be counted towards meeting more than one contract goal.
- d. A trainee must meet qualifications for enrollment established under the City’s First Source Hiring Program as follows:
- (i) “Qualified” with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and
 - (ii) “Economically disadvantaged individual” shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated “economically disadvantaged” for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.

- e. On-the-job Training (to be provided by the consultant): The consultant shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.
- f. A summary of a job description and training for the trainee with the rate of pay should be submitted for approval.
- g. The trainee's commitment does not require that he/she is used only on this project, but also on other projects under contract to the Architect, Engineering, or Professional firm, which is appropriate for the trainee's skill development.

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 Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. 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 Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§ 34 in the Agreement); the Minimum Compensation Ordinance (§ 43 in the Agreement); the Health Care Accountability Ordinance (§ 44 in the Agreement); the First Source Hiring Program (§ 45 in the Agreement); and applicable conflict of interest laws (§ 23 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgsa.org/index.aspx?page=6058>.

C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see § 43.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at <http://sfgsa.org/index.aspx?page=403>.

D. Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <http://sfgsa.org/index.aspx?page=407>.

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/businessservices/> and from the First Source Hiring Administrator, Lillie.Ellison@sfgov.org or call (415) 701-4883.

F. Conflicts of Interest

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

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

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

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

B. Protest of Contract Award

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

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

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

C. Delivery of Protests

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

Geoffrey.diggs@sfmta.com

Appendix A
City and County of San Francisco
Contract Monitoring Division
CMD Attachment 2
Requirements for Architecture, Engineering and Professional Services
Contracts, for contracts \$50,000 and over

Appendix A is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration's (OCA) Bids and Contracts Database.

You may access the database at the following link:

<http://mission.sfgov.org/OCABidPublication/>

Select "Consultants and Professional Services" in the drop-down Category menu and find the listing for this RFP.

Appendix B

Standard Forms

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

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix 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 email Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or email them to the contractor.

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

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call the Contract Monitoring Division at (415) 581-2319.

Item	Form name and Internet location	Form	Description	Return the form to; For more info.
1.	Request for Taxpayer Identification Number and Certification www.sfgov.org/oca/purchasing/forms.htm www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info.
2.	Business Tax Declaration www.sfgov.org/oca/purchasing/forms.htm	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector.	Controller’s Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits www.sfgov.org/oca/purchasing/forms.htm – In Vendor Profile Application	CMD-12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2310
4.	CMD LBE Certification Application www.sfgov.org/oca/purchasing/forms.htm – In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102 (415) 581-2319

Item	Form name and Internet location	Form	Description	Return the form to; For more info.

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/

Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

City Administrator’s Contract Monitoring Division

Homepage: www.sfgsa.org
Click on “Departments, Divisions, Offices” on the left side, then click on “Contract Monitoring Division” in the middle of the page.

Equal Benefits forms: Click on “Important Forms and Documents” under the “Equal Benefits Compliance (12B)” header.

LBE certification form: Click on “Forms and Attachments for Prime Bidding on City Contracts” under the “LBE Certification and Compliance” header.

Appendix C

Sample Agreement for Professional Services (Form P-500)

Appendix C is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration's (OCA) Bids and Contracts Database.

You may access the database at the following link:

<http://mission.sfgov.org/OCABidPublication/>

Select "Consultants and Professional Services" in the drop-down Category menu and find the listing for this RFP.

Appendix D

Attestation of Compliance

To be completed by all Proposing Firms and All Individual Subcontractors

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

Name of individual completing this form: _____

The form is submitted on behalf of firm: _____

Name of RFP: **SFMTA 2016-15**

1. I attest that I and all members of the firm listed above will and have complied to date with Section VI.J of the above RFP. Yes

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

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

Signature: _____

Date: _____

Appendix E

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

(1) _____
(Proposer or Proposed Subcontractor Business Name)

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

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
- b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)b of this certification; and
- d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

(2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.

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

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

Business Name

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

Appendix F

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Lobbying

(Proposer or Proposed Subcontractor Business Name)

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

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

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

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

Business Name

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

Appendix G

*To be completed by all Proposing Firms and Submitted as a Separate Electronic File;
Do Not Include the Fee or Cost Proposal in Your Main Proposal Document File*

Fee or Cost Proposal