

THIS PRINT COVERS CALENDAR ITEM NO.: 10.8

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Approving the issuance of a Request For Proposals (RFP) for SFMTA Contract No. SFMTA 2018-37 for Vendor Managed Inventory (VMI) services for a three-year period with two options to extend for an additional two-years each to manage and supply parts for its Rail Fleet maintenance program.



SUMMARY:

- The goal of the VMI contract is to improve the availability of rail parts and to enhance efficiencies and realize cost savings.
- The Transit Division's Rail Maintenance Section, prior to the VMI contract issued on July 13, 2013, received an average of 516 materials requests per month.
- Since the inception of the VMI pilot program, the average materials requests per month increased to 2,900 requests.
- The pilot program was effective in streamlining parts acquisition, improving purchasing planning, and providing a mechanism for reverse engineering and alternate sourcing of difficult to obtain parts.
- This contract will allow SFMTA to continue the success of streamlining parts acquisitions and improvements in parts availability and corresponding service improvements.
- Any contract awarded as a result of this RFP is expected to exceed \$10 million and will be subject to approval by the Board of Supervisors.

ENCLOSURES:

1. SFMTA Board Resolution
2. Request For Proposals

APPROVALS:

		DATE
DIRECTOR	 _____	<u>1/25/2018</u>
SECRETARY	 _____	<u>1/25/2018</u>

ASSIGNED SFMTAB CALENDAR DATE: February 6, 2018

PURPOSE

Approving the issuance of an RFP for SFMTA Contract No. SFMTA 2018-37 for Vendor Managed Inventory (VMI) services for a three-year period with two options to extend for an additional two-years each to manage and supply parts for its Rail Fleet maintenance program.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The goal of this project is to improve equipment and parts availability, reliability and performance in order to meet the following goals and objectives of the SFMTA's Strategic Plan:

- Goal 1: Create a safer transportation system for everyone
 - Objective No. 1.3: Improve safety of the transportation system
- Goal 2: Make transit, walking, bicycling, taxi, ridesharing & carsharing the preferred means of travel.
 - Objective 2.1: Improve customer service and communications.
 - Objective 2.2: Improve transit performance.
- Goal 3: Improve the environment and quality of life in San Francisco
 - Objective No. 3.4: Reduce capital and operating structural deficits

This action supports the following SFMTA Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
4. Transit priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles (including taxis and vanpools) and to improve pedestrian safety.
9. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

DESCRIPTION

Background

The SFMTA has struggled with parts availability for the agency's aging Light Rail Vehicle (LRV) fleet for a significant period of time. In 2011, the agency had a significant backlog of outstanding requests for parts. Delays in the receipt of these parts had a negative impact on

service delivery.

In 2012, the SFMTA initiated a comprehensive approach to improve parts availability for the Transit Maintenance Division. This included hiring additional Contracts and Procurement staff, updating purchasing guidelines consistent with local law to allow for more efficient purchasing, and implementing a Vendor Managed Inventory (VMI) for LRV parts. The VMI streamlines the process for purchasing critical parts, provides a mechanism for addressing difficult to obtain parts through reverse engineering and alternate sourcing, and improves purchasing planning so that the agency could purchase the right part at the right time, improve parts availability, and reduce existing agency inventory.

In response to this approach, the SFMTA entered into an Agreement for a VMI pilot program in 2013, after approval by the SFMTA Board and the Board of Supervisors, for a term of five years, until August 31, 2018, to provide inventory planning and automated replenishment of spare parts with strict performance guidelines.

SFMTA manages a comprehensive, integrated transit system with a rail fleet that currently consists of 149 Breda LRVs, 39 historic streetcars, 31 cable cars, and new Siemens S200 LRV4s. SFMTA believes that continued VMI services are necessary and has previously proven effective in streamlining parts acquisition, improving purchasing planning, and providing a mechanism for reverse engineering and alternate sourcing of difficult to obtain parts. Overall, there have been quantifiable improvements in parts availability measured by a decline in the number of outstanding purchase requests, a decline in out of stock rates, and an increase in parts consumption. The agency has also experienced corresponding LRV service improvements.

In order to maximize the ability of the SFMTA to continue to secure parts on a cost-effective and efficient basis, and improve reliability (i.e. increased mean distance between failures and fewer service interruptions), SFMTA staff recommend continuing the existing VMI program.

Outstanding purchase requests have declined from a high of more than 5,000 to well below 1,000. Parts availability has improved as measured by a review of the agency's out-of-stock rate, which is presently at 3.54% and below the industry standard of 5%. Rail parts consumption has doubled.

One of the most important services under the existing VMI contract is the ability of the SFMTA to request the Contractor to reverse engineer obsolete parts. A total of 35 LRV parts have been reverse engineered to date.

During the term of the existing VMI contract, Transit Operations has reported significant improvements in vehicle availability and reliability including:

- Daily average car availability pre-VMI was 110; post-VMI is 122 representing a 20% improvement rate
- The Mean Distance between Failures (MDBF) has increased from an average of 2,964 miles pre-VMI to 5,150 post-VMI.
- As a result of greater availability and reliability, the rail fleet is operating 42% more miles post-VMI, which is part of the reason for expanded consumption rates.

Scope of Work

The proposed services set forth in the RFP include the following:

- Provide SFMTA parts on a cost-effective and efficient basis, providing inventory planning and automated replenishment of spare parts, with strict performance guidelines requiring defined response times and fill rates;
- Ensure parts provided allow SFMTA to meet its objectives in terms of, availability, reliability (i.e., MDBF, service interruptions);
- Ensure SFMTA safety standards are met in any program activity;
- Jointly managed inventory services facilitated through an inventory management system;
- Maintenance engineering support, working collaboratively with SFMTA's Maintenance, Engineering, and Materials Management Divisions to analyze material usage, and provide recommendations through reliability engineering;
- Technological support by providing analysis of data generated by any automatic monitoring systems installed in the vehicles;
- Parts Obsolescence management and support;
- Program management to ensure the successful delivery of the program.

Pursuant to SFMTA Board Resolution #09-191, the Director of Transportation must seek approval from the SFMTA Board before issuing an RFP for a contract that will require approval by the Board of Supervisors. Since the SFMTA expects that this contract will exceed \$10 million and, therefore, be subject to Board of Supervisors' approval, the SFMTA is seeking authorization from the SFMTA Board to issue this RFP.

STAKEHOLDER ENGAGEMENT

SFMTA Contracts and Procurement have discussed the success of the current VMI pilot program and the desire to continue this VMI program with SFMTA Transit staff, Rail Maintenance personnel, Materials Management personnel, Union Leadership, Storekeepers, and Purchasing staff.

ALTERNATIVES CONSIDERED

Staff considered purchasing LRV parts with in-house staff instead of entering into a new contract. Due to the lack of in-house expertise in reverse engineering and rail parts sourcing, it was determined that this was not the preferred option.

FUNDING IMPACT

Funds for this contract will be available from the materials and supplies FY 2018 and FY 2019 Operating budget for the SFMTA's Rail Maintenance Section in the Transit Division.

ENVIRONMENTAL REVIEW

On January 12, 2018, the SFMTA, under authority delegated by the Planning Department, determined that the Vendor Managed Inventory (VMI) Services RFP is not defined as a "project"

under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

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

The Contract Compliance Office established a 15% LBE participation goal for Professional and Technical Services and 10% for Commodity/Purchases/Parts for this contract.

RECOMMENDATION

Approving the issuance of an RFP for SFMTA Contract No. SFMTA 2018-37 for Vendor Managed Inventory (VMI) services for a three-year period with two options to extend for an additional two-years each to manage and supply parts for its Rail Fleet maintenance program.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) manages a comprehensive, integrated transit system with a rail fleet that currently consists of 149 Breda LRVs, 39 historic streetcars, 31 cable cars, and new Siemens S200 LRV4s; and,

WHEREAS, In 2012, the SFMTA initiated a comprehensive approach to improve parts availability for the Transit Maintenance Division by implementing a Vendor Managed Inventory (VMI) for LRV parts; and,

WHEREAS, The VMI streamlines the process for purchasing critical parts, provides a mechanism for addressing difficult to obtain parts through reverse engineering and alternate sourcing, and improves purchasing planning so that the agency could purchase the right part at the right time, improves parts availability, and reduces existing agency inventory; and,

WHEREAS, The SFMTA entered into an Agreement for a VMI pilot program in 2013, after approval by the SFMTA Board and the Board of Supervisors, for a term of five years, until August 31, 2018, to provide inventory planning and automated replenishment of spare parts with strict performance guidelines; and,

WHEREAS, In order to maximize the ability of the SFMTA to continue to secure parts on a cost-effective and efficient basis, and improve reliability, SFMTA staff recommend issuing a Request for Proposals (RFP) for VMI services to provide rail parts and supplies for a three year period with two options to extend for an additional two-years each; and,

WHEREAS, On January 12, 2018, the SFMTA, under authority delegated by the Planning Department, determined that the Vendor Managed Inventory (VMI) Services RFP is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to approve issuing an Request for Proposals for SFMTA Contract No. SFMTA 2018-37 for Vendor Managed Inventory services for a three-year period with two options to extend for an additional two-years each to manage and supply parts for its Rail Fleet maintenance program.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of February 6, 2018.

Secretary to the Board of Directors
San Francisco Municipal Transportation



SFMTA
Municipal
Transportation
Agency

City and County of
San Francisco



Request for Proposals for Vendor Managed Inventory (VMI)

RFP No. SFMTA 2018-37

(CCO No. 18-1466)

Date Issued: **February 7, 2018**
Pre-Proposal Conference: **February 21, 2018**
Proposal Due: **March 15, 2018 2:00PM PT**

**San Francisco Municipal Transportation Agency (SFMTA)
Request for Proposals for Vendor Managed Inventory**

Table of Contents

	Page
I. Introduction and Schedule	1
A. General.....	1
B. Schedule.....	2
C. Contractors Unable to do Business with the City	2
1. Generally.....	2
2. Companies Headquartered in Certain States.....	2
II. Scope of Work	3
III. Submission Requirements.....	7
A. Time and Place for Submission of Proposals.....	7
B. Format.....	7
C. Content.....	8
1. Introduction and Executive Summary (up to [#] pages)	8
2. Project Approach (up to [#] pages).....	8
3. Firm Qualifications / References (up to [#] pages).....	9
4. Team Qualifications (up to [#] pages)	9
5. Fee or Cost Proposal	10
6. Oral Presentations/Interview (Optional).....	10
7. Certification of Headquarters in Accordance with Administrative Code Chapter 12X.....	11
IV. Evaluation and Selection Criteria	12
A. Minimum Qualifications	12
B. Selection Criteria	12
1. Project Approach (35 points).....	12
2. Firm Qualifications/References (15 points).....	12
3. Team Qualifications (Firm and Subcontractors) (15 points)	12
4. Cost Proposal (35 points).....	13

**San Francisco Municipal Transportation Agency
RFP for Vendor Managed Inventory**

6.	Oral Interview (25 points).....	13
V.	Pre-Proposal Conference and Contract award	14
A.	Pre-Proposal Conference.....	14
B.	Contract Award.....	15
VI.	Terms and Conditions for Receipt of Proposals	16
A.	Errors and Omissions in RFP.....	16
B.	Inquiries Regarding RFP.....	16
C.	Objections to RFP Terms.....	16
D.	Change Notices	16
E.	Term of Proposal.....	16
F.	Revision of Proposal	17
G.	Errors and Omissions in Proposal.....	17
H.	Financial Responsibility.....	17
I.	Proposer’s Obligations under the Campaign Reform Ordinance.....	17
J.	Communications Prior to Contract Award.....	18
K.	Sunshine Ordinance	19
L.	Public Access to Meetings and Records	19
M.	Reservations of Rights by the City	20
N.	No Waiver.....	20
O.	Local Business Enterprise Goals and Outreach	20
1.	LBE Subcontracting Participation Goals	20
2.	LBE Participation.....	21
3.	CMD Forms to be Submitted with Proposal	22
P.	Employment Non-Discrimination and Economically Disadvantaged Workforce Hiring Provisions 22	
1.	General.....	22
2.	Nondiscrimination Provisions.....	22
3.	Non-Compliance with Chapter 12B Prior to Contract Award	23
4.	Complaints of Discrimination after Contract Award	23
5.	Trainees – SFMTA Employment Training Program	24
VII.	Contract Requirements.....	26
A.	Standard Contract Provisions.....	26

**San Francisco Municipal Transportation Agency
RFP for Vendor Managed Inventory**

B. Nondiscrimination in Contracts and Benefits 26

C. Minimum Compensation Ordinance (MCO) 26

D. Health Care Accountability Ordinance (HCAO) 26

E. First Source Hiring Program (FSHP)..... 26

F. Conflicts of Interest..... 27

G. Prevailing Wage and Employee Retention 27

VIII. Protest Procedures..... 28

 A. Protest of Non-Responsiveness Determination..... 28

 B. Protest of Contract Award..... 28

 C. Delivery of Protests..... 28

Appendices:

Appendix	Content	Page
A.	CMD Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$50,000 and over (separate document). Proposers must submit the following forms: Form 2A CMD Contract Participation Form Form 2B “Good Faith” Outreach Requirements Form Form 3 CMD Non-discrimination Affidavit Form 5 CMD Employment Form The following form may be required, depending on the circumstances: Form 4 CMD Joint Venture Form	A-1
B.	Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, Business Tax Declaration, and Chapters 12B and 12C, and 14B of the S.F. Administrative Code	B-1
C.	Sample Agreement for Professional Services (Form P-600)	C-1
D.	Attestation of Compliance on Communications Prior to Contract Award	D-1
E.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	E-1
F.	Certification Regarding Lobbying	F-1
G.	Fee or Cost Proposal	G-1

Definitions

Term	Definition
City	City and County of San Francisco
Consignment Inventory Services (CI)	Transfer of inventory from the manufacturer to the customer's facility at no charge until the goods are installed or used.
Just-In-Time Inventory Services (JIT)	Delivery of inventory needed at a pre-determined point and time in conjunction with the maintenance schedule.
MDBF	Mean distance between failures
MM	Materials Management Department
OEM	Original equipment manufacturer
Rail Fleet	149 Breda LRVs, 39 historic streetcars, 31 cable cars, and Siemens S200 LRV4s (not part of this contract)
EAMS	Enterprise Assets Management System
FSP	Financial System Project

I. Introduction and Schedule

A. General

The San Francisco Municipal Transportation Agency (SFMTA) is soliciting responses to the Request for Proposals (RFP) for a three-year Agreement with two, two-year options for contract extension for Vendor Managed Inventory (VMI) services to manage and supply parts for its Rail Fleet maintenance program.

SFMTA manages a comprehensive, integrated transit system that consists of the following major components: a biodiesel fleet (Neoplan, Gillig), Orion hybrid electric fleet, ETI electric trolley fleet, Ansaldo Breda light rail vehicles (LRVs), cable cars, and historic streetcars. Revenue service runs 365 days a year and provides access to major businesses, shopping, entertainment and cultural centers, in addition to hospitals and schools. In addition, the SFMTA regulates taxi services, and operates, through a broker, paratransit services.

The Rail Fleet consists of 149 Breda LRVs, 39 historic streetcars, and 31 cable cars. Four materials storerooms are operated in support of the Rail Fleet—Green, Muni Metro East (MME), Geneva, and Cable Car-- and the needs of these storerooms are to be included in this program.

The following documents are provided as a resource for reference in completion of the proposal:

Attachment A-1: Unit Price Schedule – LRV, Cable Car

Attachment A-2: Unit Price Schedule – PCC, Historic, Milan

Attachment B: Rail Fleet – Quantity, Age, Mileage, MDBF

Attachment C: Rail Division Inventory by Storeroom

Attachment D: Inventory – Stock Purchased vs. Used

Appendix C: Sample Agreement for Professional Services (Form P-600)

These Attachments are for reference and include statistical data to facilitate understanding and scope of current operations. Please note that *this information is dynamic* and may change without notice.

B. Schedule

The anticipated schedule for selecting a Contractor is:

<u>Phase</u>	<u>Date</u>
RFP is issued by the SFMTA:	February 7, 2018
Pre-Proposal Conference:	February 21, 2018
Deadline for submission of written questions or requests for clarification:	February 28, 2018
Proposals Due	March 15, 2018
Oral interview/presentation by short listed firms:	April 9, 2018
Contract Negotiations:	April 30, 2018
SFMTA Board meeting Approval:	June 19, 2018
Board of Supervisors Approval:	July 17, 2018
Contract Starts:	August 18, 2018

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

C. Contractors Unable to do Business with the City

1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

2. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers that have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List, may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>

II. Scope of Work

Rail Parts Vendor Management Inventory Services

A. Program Goals and Objectives

SFMTA has developed the following goals for management of parts for the Rail Fleet:

- Provide SFMTA parts on a cost-effective and efficient basis, providing inventory planning and automated replenishment of spare parts, with strict performance guidelines requiring defined response times and fill rates;
- Ensure parts provided allow SFMTA to meet its objectives in terms of, availability, reliability (i.e., MDBF, service interruptions);
- Parts obsolescence management;
- Ensure SFMTA safety standards are met in any program activity.

The successful firm is expected to tailor a VMI solution with specific objectives that will meet these goals. In addition to meeting the goals listed above, the successful firm is expected to provide the following services to enhance the materials management function:

- Jointly managed inventory services facilitated through a state-of-the-art inventory management system;
- Maintenance engineering support, working collaboratively with SFMTA's Maintenance, Engineering, and Materials Management Divisions to analyze material usage, and provide recommendations through reliability engineering;
- Technological support by providing analysis of data generated by any automatic monitoring systems installed in the vehicles;
- Parts Obsolescence management support;
- Program management to ensure the successful delivery of the program.

B. Jointly Managed Inventory Support

The successful bidder will provide all new OEM vehicle parts or an **Approved Equal** that complies with OEM requirements or specifications, and will not compromise any OEM warranties on any components in vehicles in the Rail Fleet, for the contract period of performance as per the schedule of parts in the attached Unit Pricing Schedule. Items not currently identified as approved equals by SFMTA Engineering must be qualified and tested by SFMTA Engineering; such testing will not be expedited for the purpose of this RFP. SFMTA reserves the right to increase or decrease the Parts List (Unit Price Schedule) at any time during the contract period of performance. When additional parts or quantities are added to the list, the successful bidder will have an opportunity to price the addition to the list at which time a modification will be issued increasing the contract price. Removal of parts or a decrease in quantities from the list will decrease the contract price and will also be memorialized by a modification.

The successful bidder will be required to maintain inventory balances of the parts provided under the VMI at a LOCAL central storeroom (i.e., separate from SFMTA storerooms and not located on SFMTA property, but located within nearby counties in the Bay Area — San Francisco, Alameda, Contra Costa, San Mateo, Solano, Marin). Inventory will be the property of the successful bidder until it is issued to and received by the designated SFMTA storeroom. The SFMTA reserves the right to conduct on-site visits of the successful bidder's warehouse facilities for approval and verification of the inventoried parts.

In addition to inventory maintained by the successful vendor in its local central storeroom, the vendor will be required to maintain an in-stock balance of high usage parts identified by the SFMTA, equal to 1/6 (2 months) of the annual projected demand, to support readily available parts demands. The successful vendor will issue parts from its inventory balances at its local storeroom to SFMTA storerooms when required by SFMTA to service a vehicle. SFMTA will notify the vendor of parts required daily or on an as-needed basis, and the vendor will be required to deliver these requested parts from its inventory balances to SFMTA designated locations within a 24-hour period from issuance of the notice from SFMTA.

C. Material Labels

Minimum label requirements for all parts (examples must be provided as part of bid package):

- 1) OEM part number
- 2) SFMTA part number
- 3) PO number
- 4) Date shipped
- 5) Contractor shipment tracking number

Label Requirements for Kits:

- 1) Kits will be labeled as for parts (listed above)
- 2) The bill of materials (packing slip) and specific vehicle(s) for installation should be listed and attached with the packaged kit
- 3) Individual kit components should be stamped or tagged with the appropriate manufacturer's identification (e.g. serial number) that will ensure component traceability throughout the component's useful life
- 4) The vendor may not substitute components that have not been tested and approved by SFMTA Engineering
- 5) Components will be routinely inspected for compliance to the required specifications. Manufacturers or suppliers are required to document any changes in items included in the kits (e.g., price, availability, quality, function, etc.).

D. Material Returns

The SFMTA will return a delivered Part or Kit to Contractor if the Part or Kit is damaged by Contractor or if it does not conform to the Part or Kit ordered. Contractor shall pick up the

damaged part or kit from the Storerooms at the contractor's cost. Contractor shall replace the damaged or non-conforming part within 48 hours or, at the SFMTA's option, provide the SFMTA with a full credit for the Part.

E. Warranty

The successful bidder is expected to warrant and guarantee that the parts and kits provided under this Agreement shall be free from defects for one year from the date of issue of the Part to the SFMTA. Furthermore, Contractor shall provide pass-through OE and/or OEM warranties covering periods beyond one year. Contractor shall administer warranty recovery on included Parts from the OEM vendors.

F. End of Contract Disposition of Materials

At the conclusion of this contract, SFMTA assumes no responsibility to purchase parts acquired by the vendor under this contract except as follows: SFMTA will purchase parts held by the vendor for this contract that are specialized for SFMTA (including kits and/or custom manufactured items) at the agreed upon unit price at a quantity that does not exceed a three-month supply.

G. Performance Indicators

The performance standard for parts delivered under this contract is expected an overall 98 percent fill-rate, and for critical and high demand parts fulfillment, within 24 hours. Key performance indicators including but not limited to fill/stock-out rates and vendor performance and reporting requirements. Proposers are to provide Performance Indicators to achieve these goals and objectives.

H. SFMTA Materials Management Inventory System

SFMTA uses EAMS (Enterprise Asset Management System) as the maintenance materials management system. While direct access to this system may not be possible at the onset of this contract, a data file will be provided to allow for the review of inventory items, usage history, stock objectives, and reorder points in order to improve material availability. Read-only access may be available to vendor personnel positioned on-site at SFMTA. It is anticipated that the vendor will work closely with SFMTA in a mutually beneficial partnership to ensure maximum availability of parts to meet recurring demand.

To allow for seamless ordering and transfer of material to SFMTA with minimal human involvement or intervention, it is expected that the successful bidder will work with SFMTA to develop an appropriate interface to ensure that all information required can be exchanged between and obtained from both parties' materials management systems as required.

I. Maintenance Engineering Support

The successful vendor will also provide maintenance vehicle engineering services to help achieve its long term objectives regarding cost-effectiveness and reliability. The vendor shall review parts usage and provide technical recommendations and solutions to help reduce SFMTA's long-term costs and/or improve the operational capability of SFMTA's Rail Fleet.

The successful vendor will also assist in analyzing repetitive part/equipment failures, providing alternatives for review to allow for streamlining of maintenance costs, assist in assessing the needs for parts and equipment replacement and establishing replacement programs, may assist in the assessment of required maintenance tools for the efficient maintenance of the Rail Fleet, and assist in the assessing and reporting of safety hazards associated with the maintenance of the Rail fleet and equipment.

J. Technology Support

To the extent that SFMTA utilizes an automated internal vehicle monitoring system, the successful vendor will work collaboratively with Maintenance, Engineering, and Materials Management in the provision of technological support, providing analysis and interpretation of data generated by any automatic monitoring systems installed in the Rail vehicles. The successful vendor shall possess the capability in assisting SFMTA in reviewing data, and assist in improving the use of any automated vehicle monitoring system to better provide for operating and maintenance decisions to support the reliability and safety of the Rail Fleet.

K. Billing

The awarded firm will bill SFMTA electronically on a consolidated monthly basis in order to minimize administrative expenses. Vendor will maintain procurement and inventory records for supporting documentation.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 2:00 PM PT on March 15, 2018. Proposers must submit their Proposals in the format below. All electronic copy should be on a USB drive to:

Ms. Kathy Larson,
SFMTA Contracts & Procurement
One South Van Ness Ave., 6th Fl.
San Francisco, CA 94103-5417

SFMTA 2018-37

Proposers shall submit the following:

- Seven hardcopies in three-ring binders, of the entire proposal including completed and signed Appendices D, E, F and G (without Appendices A and G)
- Submit seven hard copies of Appendices A and H as separate files in a sealed envelope; and marked as follows: Vendor Managed Inventory (VMI) RFP Contract No. SFMTA 2018-37 Submitted by: [Company Name]
- Seven electronic copies of the entire Proposal, including completed and signed Appendices D, E, F and G. (Submit Appendices A and G as separate files, as stated above); on a flash drive;
- Seven electronic copy of the completed and signed Appendix A forms (see Section VI.O and Appendix A) as a separate file on the electronic media submission; on a flash drive;
- Seven electronic copy of the completed Appendix G (fee or cost Proposal form) as a separate file on the electronic media submission. Price proposal form shall also be provided in Excel format; on a flash drive;
- 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 shall be clearly marked that it is for “**SFMTA 2018-37**”.

B. Format

For all electronic documents, Proposers shall ensure that the document is legible and may be easily viewed on a computer monitor, laptop, or (electronic) tablet. Use 11-point font or larger.

The Proposer shall respond to each of the section described within this RFP in the specific order presented in the RFP and address each item individually, include a Table of Contents.

Proposers should avoid making references to other Proposal sections unless it is not practicable to convey the information in another manner.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below, and each part shall have tabbed subsections as set forth below.

1. Introduction and Executive Summary (up to 2 pages):

Submit a letter of introduction with an executive summary of the Proposal. The letter must confirm that the Proposer is willing and able to perform the work described in the RFP and must be signed by an authorized representative of the Proposer. The letter must acknowledge receipt of all Addenda. The proposal letter shall attest that the Proposer:

- Has reviewed all of the provisions of the RFP and any addenda;
- Has carefully reviewed the accuracy of all statements made in its Proposal;
- Has examined the experience, skill and certification (if any) requirements specified in the RFP and that all entities (Proposer, subcontractor, supplier) performing the work fulfill the specified requirements;
- Has submitted its proposal without exceptions (other than Alternate Approaches) and confirms that all SFMTA requirements in this RFP, including the Sample Agreement, are acceptable to the Proposer;
- Will complete the work as required and comply fully with the project schedule;
- Will keep its proposal, including price, in effect for the period stated in the RFP;
- Will execute the SFMTA Agreement following Notice of Intent to Award;
- Will provide the required bonds and/or letters of credit and insurance documents following Notice of Award of the contract.

2. Project Approach (up to 50 pages):

The proposer shall provide a comprehensive work plan including key milestones to deliver this project. Proposals should include suggested measures and methods to address all issues listed below. All other recommendations or suggestions are welcome, however, they must be included at the end of the proposal and clearly marked as “Alternates or options for considerations”.

- a. Understanding of the project, the needs of SFMTA, and the tasks to be performed;
- b. Proposed VMI solution and its applicability to SFMTA;
- c. Proposed distribution facilities and location;

- d. Understanding of potential problems and proposed solutions;
- e. Proposed strategy for cost-saving, including Proposer's experience specifically related to this approach;
- f. Proposed a suggestive measure and method for Key Performance Indicators to ensure that parts delivered under this contract meet or exceed the overall 98 percent fill-rate and for critical and high demand parts fulfillment within 24 hours, and performance reporting fill/stock-out rates and vendor performance and reporting requirements;
- g. Provide the preliminary plan and approach for on-site support, and program quality control plan, including the performance reporting method, to ensure the successful of the contract;
- h. Demonstrate the maturity of the proposed inventory management system software that will be used to interface with SFMTA Material Management system. Describe the approach for system integration between vendor's inventory management system and SFMTA inventory management system;
- j. Describe the approach for reverse engineering for SFMTA obsolete parts including test plans;
- k. Propose a Warranty Administration program to demonstrate how Contractor shall administer warranty recovery on included Parts from the OEM vendors.

3. Firm Qualifications / References (up to 15 pages)

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

- 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;
- c. A description of any prior or existing contracts with similar requirements, contact information of current or former clients for whom VMI services were provided; the current status of the contract; and the contract dollar value;
- d. A description of existing delivery assets (vehicles, personnel, equipment, etc.)
- e. A description of current levels and types of inventories managed by your firm;
- f. A description of current supply agreements for rail parts and components with OEMs and vendors with authorized distributorship;
- g. A description of current supply agreements for rail parts and components with non-OEM after-market suppliers;
- h. A list of all agreements with vendors who provide repair services for rail parts and components;

- i. Other references from organizations for which major supply chain and logistical services have been provided, including the contract dollar values.

4. Team Qualifications (up to 10 pages)

Provide a project management plan including the organizational chart listing all proposed staff assigned to this project on both the material management and technical services.

- a. Expertise of the firm's employees and sub-consultants in the fields necessary to complete the tasks;
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets, including results of reference checks;
- c. Describe the approach for intended interface between the vendor, its suppliers, and SFMTA technical staff for the program management refinement process.

Provide a list identifying:

- (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without SFMTA's prior approval.

5. Fee or Cost Proposal:

Please provide a fee proposal that includes the following (Submit Appendices A and G as separate files):

Proposed pricing of Rail Fleet parts inventory as listed in Attachments A-1 & A-2, Unit Price Schedule. To be responsive to the solicitation, Attachments A-1 & A-2, as attached, must be completed in their entirety.

The Unit Price for each part must incorporate the cost of the part only. This is the price the proposing firm will pay for the part, not the price charged to the SFMTA for the part.

In addition to the prices in Attachments A-1 & A-2, provide a percentage to be charged to the SFMTA on all parts provided ("Material Overhead & fee"). This percentage should include overhead for administrative costs and profit associated with the supply of parts.

SFMTA may require Proposers to provide additional detail breakdown of costs during the evaluation process.

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

6. Oral Presentations/Interview (Optional)

Following the evaluation of the written proposals, in the event that SFMTA determines an oral interview/presentation will be conducted, the interview/ presentation will consist of standard questions asked of each of the proposers. As part of the Oral Interview/Presentation, the SFMTA will seek a system demonstration by each of the short-listed proposers.

Prior to the oral interview/presentation, SFMTA will notify the short-listed candidates in writing of the time, length and general format of the interview.

7. Certification of Headquarters in Accordance with Administrative Code Chapter 12X.

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address _____.
I will notify the City if my company's headquarters moves.”

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

A Proposer must meet the minimum experience, expertise, and staff requirements stated below:

- a. Must provide documentation that it has a minimum of ten years of experience in VMI services for rail fleets;
- b. Must have had a corporate net worth of at least \$100 Million for each of the last three years;
- c. Must have on its team, a professional licensed engineer with at least 15 years of experience in rail fleet maintenance and/or engineering.

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

A selection committee comprised of parties with expertise in Inventory Management will evaluate Proposals, using the criteria described below.

1. Project Approach (35 points)

- a. Understanding of the project and the tasks to be performed;
- b. Reasonableness of work schedule, i.e., a clear description of tasks, interdependencies, deliverables and timelines necessary for a successful outcome of the project.

2. Firm Qualifications/References (15 points)

- a. Recent experience (last five years) 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. Current workload, staff availability and accessibility.

3. Team Qualifications (Firm and Subcontractors) (15 points)

- a. Proposer's and the team's demonstrated expertise in the subject areas necessary to complete the tasks;
- b. Experience with projects or service assignments of similar size, scope and staff demand;

- c. Strength or successful outcome of showcased projects, including demonstrated adherence to scope, schedule, deadlines and budgets;
- d. The SFMTA might check references for those firms that are short-listed for an Oral Interview.

4. Cost Proposal (35 points)

The SFMTA intends to award this contract to the Proposer it considers will provide the best value to the Agency, which is the Proposal that provides the most comprehensive program services for a reasonable price.

The Proposal with the lowest total flat fee will receive the maximum 100 points. Each of the other Proposer’s Cost Proposals will be scored by dividing the lowest fee Proposal by each Proposer’s respective Cost Proposal, and then multiplied by 100, then combined with the results from each section to arrive at the total number of points assigned to the Proposal.

See the following illustration as an example for assessing the fees for the professional service component:

Proposer	Proposed Total Cost	Calculation of Points	Points Assigned
Proposer A	\$100,000	Full 100 points	100
Proposer B	\$120,000	\$100,000 divided by \$120,000 multiplied by 100	[Enter Calc. Amt.]
Proposer C	\$150,000	\$100,000 divided by \$150,000 multiplied by 100	[Enter Calc. Amt.]

6. Oral Interview (25 points)

Following the evaluation of the written Proposals, all firms that have a statistical chance of being the selected Proposer (based on the scores of the written Proposals) may be interviewed by the committee to make the final selection. The interview will consist of standard questions asked of each Proposer and may include specific questions of individual Proposers intended to clarify their written Proposals.

The SFMTA reserves the right not to hold oral interviews and select a firm based on the written Proposal only.

V. Pre-Proposal Conference and Contract award

A. Pre-Proposal Conference

The SFMTA encourages Proposers to attend a Pre-Proposal Conference on, at February 21, 2018 to be held at One South Van Ness, San Francisco, CA 94103. The SFMTA will address Proposers' questions and will provide any new or additional information concerning the RFP or selection process at the Pre-Proposal Conference. If a Proposer has further questions regarding the RFP, the Proposer should submit these in writing to the SFMTA representative designated in Section VI.B.

SFMTA encourages the submittal of written questions for the pre-proposal conference at least seven days prior to the conference. The questions should be sent to Ms. Kathy Larson, Contract Administrator, by email: kathy.larson@sfmta.com. ADD SUBJECT LINE: SFMTA 2018-37 RAIL FLEET VMI.

All questions will be addressed at this conference and any available new information will be provided at that time.

Any requests for information concerning the RFP whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have received a copy of the RFP from the SFMTA Contracting Section. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP from the SFMTA.

Modifications and clarifications will be made by addenda. Questions regarding this RFP should be addressed in writing to:

Ms. Kathy Larson, VMI Contract Administrator
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 6th Floor
San Francisco CA 94103
email Kathy.Larson@sfmta.com

Questions sent via email are acceptable. It is the responsibility of the sender to ensure that the transmission was sent properly and received by Ms. Larson. SFMTA will send responses in writing, along with all the questions received, to all Qualified Proposers. Any questions should be directed to the SFMTA no later than 4:00PM PDT 15 calendar days prior to the date for receipt of proposals.

B. Contract Award

The SFMTA will evaluate and rank Proposals as described herein, and intends to invite the highest-ranked Proposer to commence contract negotiations. The Agency's ranking of any Proposal or invitation to any Proposer to negotiate a contract shall not imply acceptance by the SFMTA of all terms of the Proposal, which are subject to further negotiations and approvals before the SFMTA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with a Proposer, then the SFMTA, in its sole discretion, may terminate negotiations with that 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 parts of this RFP and complying with all Proposal submission requirements. Proposers must promptly notify the SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification shall be directed to the SFMTA promptly after discovery, but in no event later than five working days prior to the date for receipt of Proposals. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

B. Inquiries Regarding RFP

All communications regarding the RFP must be directed in writing to:

Ms. Kathy Larson at: Kathy.Larson@sfmta.com

Please include “**SFMTA 2018-37**” in the subject line of your email.

C. Objections to RFP Terms

If a Proposer objects on any ground to any provision or legal requirement of the RFP, the Proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection and all relevant facts. 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 Addenda, which will be posted on the Office of Contract Administration’s (OCA) Bids & Contracts Listing website. The Proposer is responsible for ensuring that its Proposal reflects any and all Bid Addenda 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 OCA Bids & Contracts Listing website frequently, including shortly before the Proposal due date, to confirm that the Proposer is aware of and its Proposal is responsive to all Bid Addenda.

E. Term of Proposal

By submitting a Proposal, a Proposer warrants that the price stated and personnel proposed to perform the services described in the RFP 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 its Proposal at any time before the deadline for submission of Proposals. The Proposer must submit a 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 requesting such further clarification.

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 selected Proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The SFMTA shall have no financial responsibility for any costs incurred by a firm in responding to this RFP. Submitted Proposals are the property of the SFMTA and may be used by the SFMTA in any way it deems 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 shall 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 notified that they may not contact any SFMTA staff member, other than the person(s) identified in the RFP as the authorized contact, 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 SFMTA Board of Directors 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.

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 are prohibited from providing 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 SFMTA Board of Directors and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of a Proposer (including prime contractors and subcontractor(s)) are also subject to these prohibitions.

A Proposer must submit with its Proposal an executed Attestation of Compliance (see Appendix D) certifying compliance with these requirements. The Attestation of Compliance must be signed by all firms and subcontractor(s) named in the Proposal. A 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 prohibitions of this section, 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), proposals and bids, all other documents submitted with the Proposal, and 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 that a Proposer provides that is covered by this section will be made available to the public upon request.

L. Public Access to Meetings and Records

If a Proposer 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 be awarded 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 selection process;
2. Reject any Proposal 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.

In submitting a Proposal, a Proposer acknowledges and agrees that the City shall not be liable for any costs or other damages incurred by a Proposer if the City determines not to award a contract, rejects any or all Proposals, or exercises any of the reserved rights described herein.

N. No Waiver

No waiver by the SFMTA of any provision of this RFP shall be implied from any failure by the SFMTA 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 Subcontracting Participation Goals

The LBE subcontracting participation goal for this contract is 15% for Professional and Technical Services and 10% for Commodity/Purchases/Parts, which must be met. The LBE

subcontracting goal shall also apply to any labor value of the Additional Services authorized after issuance of the Notice to Proceed. Proposers are advised that they may not discriminate in the selection of subcontractors 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 Proposer shall demonstrate, in its Proposal, 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 subcontracting participation goal by 35 percent or more, or 2) meets the established LBE subcontracting 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 subcontractor, the Proposal must specify the value of the participation as a percentage of the total value of the contract (that is, the total value of the goods and/or services to be procured, the type of work to be performed), and such other 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 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 subcontracting participation goal by at least 35percent, such Proposer must meet the established LBE subcontracting participation goal AND demonstrate adequate good faith efforts to meet the LBE subcontracting participation goal. **Any Proposal that does not meet the requirements of this section will be deemed non-responsive.**

Proposals that do not 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 subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with CMD-certified Small and/or Micro-LBEs located in San Francisco.

2. LBE Participation

The City strongly encourages Proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any Proposers who are certified by 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 percent 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 percent discount for each JV which includes at least 35 percent (but less than 40 percent) participation by Small and/or Micro-LBE prime Proposers; or
- c. A 7.5 percent discount for each JV that includes 40 percent or more in participation by Small and/or Micro-LBE prime Proposers; or

- d. A 10 percent discount for certified LBE non-profit agencies; or
- e. A 2 percent discount to any Proposal from an SBA-LBE, except that the 2 percent 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. A Proposal must include the following 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 submitted with the Proposal, the Proposal may be determined to be non-responsive and rejected.

b. A Proposer must submit one electronic copy of the above forms with its Proposal as a separate electronic file on the media that contains the Proposal (see Section III.A).

If you have any questions concerning the CMD Forms, you may call Maria Shields, SFMTA Contract Compliance Office at maria.shields@sfmta.com or (415) 701-5239.

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

1. General

As a material condition of contract award, the Proposer and its subcontractors agree to 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

As a material condition of the contract, the selected Proposer represents and agrees that:

a. It does and will not, during the term 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 selected Proposer and its subcontractors 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

As a material condition for award of the contract, the selected Proposer and its subcontractors must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract. The SFMTA shall have the authority to review the selected Proposer's and subcontractors' prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the SFMTA determines that there is cause to believe that any contractor or subcontractor is not in compliance with the nondiscrimination provisions of Chapter 12B, the SFMTA will attempt to resolve the non-compliance through conciliation.

- a. If the non-compliance cannot be resolved, the SFMTA will submit to the contractor or subcontractor a written Finding of Non-compliance.
- b. The SFMTA will give the contractor or subcontractor an opportunity to appeal the Finding.
- c. The SFMTA may, by written notice, stay the award of any contract to a Proposer where the Proposer or any subcontractor is the subject of an investigation for a violation of the City's non-discrimination ordinance(s).

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 contractor or subcontractor 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.

Said sanctions are not the City’s exclusive remedies, which may be imposed in combination with additional legal remedies, sanctions or penalties.

5. Trainees – SFMTA Employment Training Program

- a. Trainee Requirements:** Contractors shall comply with the City’s First Source Program, Administrative Code Section 83(see Section V.E below), which fosters employment opportunities for economically disadvantaged individuals. Contractors must notify the First Source Program of all open, entry-level positions and consider all program referrals fairly and equally.

In addition, the SFMTA requires contractors to hire a minimum number of professional service trainees in the area of the contractor’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 contractor fees, add one additional trainee)	

- b. The trainee must be hired by the contractor or by any subcontractor 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 contractor): The contractor 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. Contractor shall submit for the City’s approval a description and summary of training proposed for the trainee, along with the rate of pay for the position.
- g. The trainee’s commitment does not require that he/she is used only on this project; the trainee may also be used on other projects under contract to the Proposer that may be appropriate for the trainee’s skill development.

VII. Contract Requirements

A. Standard Contract Provisions

The selected 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.

B. Nondiscrimination in Contracts and Benefits

As a material requirement of the contract, the selected Proposer shall comply with 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)

As a material requirement of the contract, the selected Proposer shall comply with 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 additional information about the MCO, and for the amount of hourly gross compensation currently required under the MCO, see <http://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.

D. Health Care Accountability Ordinance (HCAO)

As a material requirement of the contract, the selected Proposer shall comply with the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors shall 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://sfgov.org/olse/hcao>.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the City's 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 are directed to 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://oewd.org/first-source> and from the First Source Hiring Administrator, business.services@sfgov.org or call (415) 701-4848.

F. Conflicts of Interest

The selected Proposer must 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 selected 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 selected Proposer might be deemed "contractors" under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the SFMTA's notice of award of the contract.

G. Prevailing Wage and Employee Retention

Contractor shall provide prevailing wages and benefits and transitional employment and retention for the prior contractor's employees, as required by San Francisco Administrative Code, Chapter 21, Section 21C.7. The Code Section may be reviewed at

http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca

Prevailing wage and related information for employees under the current Agreement for Vendor Managed Inventory (VMI) is attached as Appendix [#] to this RFP.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the SFMTA's issuance of a notice of non-responsiveness, any Proposer that believes the 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 the SFMTA on or before the fifth working day following the 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 the SFMTA to determine the validity of the protest.

The SFMTA reserves the right to proceed with its selection process to evaluate responsive Proposals pending the Agency's determination of the validity of a protest.

B. Protest of Contract Award

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

The SFMTA reserves the right to proceed in contract negotiation with the selected Proposer pending the Agency's determination of the validity of a protest.

C. Delivery of Protests

All protests must be received by the due date. A protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered via email to:

kathy.larson@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 \$55,000 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 shall 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 shall not do so again unless the contractor's answers have changed**. To find out whether these forms have been submitted, the contractor shall 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 shall 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
2.	Business Tax Declaration www.sfgov.org/oca/purchasing/forms.htm	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info.
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgov.org/cmd/forms-resources 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. 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/lbecert 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) 581-2301

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-600)

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.

Proposers 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: **[Enter the RFP Number]**

1. I attest that I and all members of the firm listed above will and have complied to date with Section [Insert Correct Sectn.SubSectn. Ref. (normally "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 [Insert Correct Sectn.SubSectn. Ref. (normally "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 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 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

City is exempt from federal excise taxes. State, local sales, and use taxes are to be included in these prices. All bid item prices shall be accurate reflections of the bid items proposed. Every line item must be priced on every sheet.

PROPOSER'S NAME: _____

BASE

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
Item 1	Total Part prices (Summation of Attachment A-1 and A-2)	Lump Sum	3 years	\$
Item 2	Total Annual Fee: Project Management / Oversight/ and all associated administration fee to manage the project.	Lump Sum	3 years	\$
Item 3	Mobilization Cost – SFMTA inventory assessment	Lump Sum	One time	\$
Item 4	Inventory Management System Integration Software	Lump Sum	One time	\$
Item 5	As-needed Technical & Engineering Services	Allowance	x 1	\$3,000,000
Item 6	As-needed Parts and services to support accident and collision repairs	Allowance	x 1	\$5,000,000
Total Base: Items 1 – 6				\$

OPTION 1: For year 4 and 5

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
Item 1	Total Part prices (parts as listed in the attachment A-1 and A-2)	Lump Sum	2 years	\$
Item 2	Total Annual Fee: Project Management / Oversight and all associated administration fee to manage the project.	Lump Sum	2 years	\$
Item 3	As-needed Technical & Engineering Services	Allowance	x 1	\$3,000,000
Item 4	As-needed Parts and services to support accident and collision repairs	Allowance	x 1	\$5,000,000
Total Option 1				\$

OPTION 2: For year 6 and 7

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
Item 1	Total Part prices (parts as listed in the attachment A-1 and A-2)		2 years	\$
Item 2	Total Annual Fee: Project Management / Oversight and all associated administration fee to manage the project.		2 years	\$
Item 3	As-needed Technical & Engineering Services	Allowance		\$3,000,000
Item 4	As-needed Parts and services to support accident and collision repairs	Allowance		\$5,000,000
Total Option 2				\$

Total Contract Cost + Fee	Total price includes base and options			\$
----------------------------------	---------------------------------------	--	--	-----------

Attachment A-1

Unit Price Schedule - LRV, Cable Car

**TO BE INSERTED HERE
AT RFP ISSUANCE**

Attachment A-2

Unit Price Schedule-PCC, Historic, Milan

**TO BE INSERTED HERE
AT RFP ISSUANCE**

Attachment B

Rail Fleet – Quantity, Age, Mileage, MDBF

Rail

Metro (Green)	Year	Annual Mileage	MDBF	Quantity
Breda LRV 2	1995	4,861,491	2,459	151
Breda LRV 3	2003	included	included	

Muni Metro East (MME)	Year	Annual Mileage	MDBF	Quantity
Breda LRV 2	1995	above	above	above
Breda LRV 3	2003	above	above	

Cable Car	Year	Annual Mileage	MDBF	Quantity
Cable Car	1930	337,240	1,895	31

Geneva	Year	Annual Mileage	MDBF	Quantity
PCC	1895-1952	477,090	1,076	21
Milan	1914-1916	included	included	10
Historic	1895-1912	included	included	8

Modal Total

221

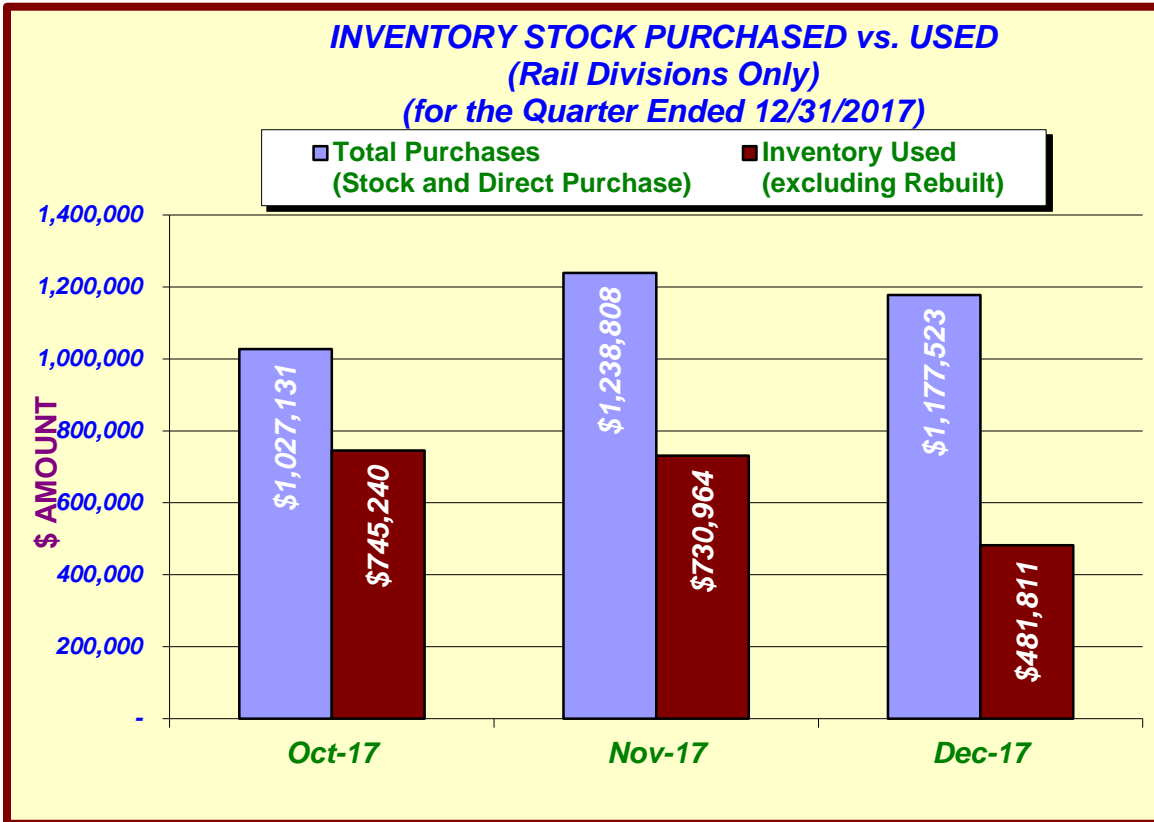
Attachment C

Rail Fleet – Quantity, Age, Mileage, MDBF

<u>Division</u>	<u>Inventory Value</u>
Metro (Green)	\$15,239,565
Muni Metro East (MME)	\$13,107,389
Cable Car	\$715,604
OHL	\$4,728,038
Total	\$33,790,596

Attachment D

Inventory—Stock Purchased vs. Used



Month/Year	Total Purchases (Stock and Direct Purchase)	Inventory Used (excluding Rebuilt)
Oct-17	\$1,027,131	\$745,240
Nov-17	\$1,238,808	\$730,964
Dec-17	\$1,177,523	\$481,811

The above graph shows the amount of purchases vs. material usage to support fleet operations (Rail Divisions only) for the months specified. This includes stock for inventory replenishment as well as special non-coded items (direct purchases). Material usage numbers exclude items that are classified as rebuilt.