

THIS PRINT COVERS CALENDAR ITEM NO. : 10.10

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transit Services

BRIEF DESCRIPTION:

Requesting authorization for the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. CPT 713: Procurement of 30-foot, 40-foot and 60-foot Low Floor Diesel Hybrid Coaches.

SUMMARY:

- As part of its regular daily service, the SFMTA operates 30 30-foot and 56 40-foot Orion diesel hybrid coaches, and 205 40-foot and 124 60-foot Neoplan diesel coaches.
- Service demands for the 40- foot coaches will require the SFMTA to purchase buses to accommodate service expansion, resulting in a net increase of six coaches for the 40- foot fleet over the course of the proposed procurement (five years).
- Service demands for the 60- foot coaches will require the SFMTA to purchase buses to accommodate service expansion resulting in a net increase of 100 coaches for the fleet of articulated coaches over the course of the proposed procurement.
- All the current Orion and Neoplan coaches will be reaching the end of their useful life of 12 years within the next five years.
- This procurement will purchase replacement coaches for the Orion and Neoplan coaches over the next five years as these coaches reach the end of their useful life.
- The base contract will be to purchase 26 replacement 60- foot coaches plus 22 60-foot coaches for service expansion. Replacement and expansion coaches for the rest of the fleet are included as options to the base contract.
- This project will be funded by a combination of Federal Formula funds and local matching funds.
- Any contract awarded as a result of this RFP is expected to exceed \$10 million and will therefore be subject to approval by the Board of Supervisors.

ENCLOSURES:

1. SFMTA Board Resolution
2. Request for Proposals

APPROVALS:

DATE

DIRECTOR: _____ 1/13/14

SECRETARY: _____ 1/13/14

ASSIGNED SFMTAB CALENDAR DATE: January 21, 2014

PURPOSE:

The purpose of this action is to request approval to issue a request for proposals for the purchase of replacement coaches for the current 30- foot and 40- foot Orion coaches and 40- foot and 60- foot Neoplan coaches, as well as additional 40- and 60- foot coaches to accommodate increased service demand, over a five year period. The replacement coaches will be low floor coaches with hybrid propulsion.

GOAL:

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

Goal 2: Make transit, walking, bicycling, taxi, ridesharing and carsharing the preferred means of travel

Objective No. 2.1: Improve customer service and communication

Objective No. 2.2: Improve transit performance

Goal 3: Improve the environment and quality of life in San Francisco

Objective No. 3.1: Reduce the agency's and transportation system's resource consumption, emissions, waste and noise

DESCRIPTION:

As part of its regular daily passenger service, the SFMTA operates a fleet of 30 30-foot and 56 40-foot Orion diesel hybrid coaches, and 205 40-foot and 124 60-foot Neoplan diesel coaches. These vehicles typically have a lifespan of 12 years, and are scheduled for replacement beginning in late 2014.

Under this procurement, the SFMTA will purchase a combination of 30- foot, 40- foot and 60- foot coaches totaling up to 454 coaches. The base contract will be to replace 26 60- foot Neoplan coaches plus 22 60- foot coaches for fleet expansion. The contract includes options over the next five years to purchase 30-foot, 40-foot and 60-foot coaches to replace the remainder of the Neoplan coaches, replace all the Orion hybrid coaches and purchase 92 additional vehicles for the 40-foot and 60-foot fleets to accommodate service expansion. Of the option vehicles, 314 represent replacements of existing vehicles and will be funded with identified Federal formula funds and Proposition K Sales Tax. The remaining 92 option vehicles are expansions to the fleet and funding for these vehicles is dependent upon receipt of additional discretionary revenue potentially available through local ballot measures or regional capital investment initiatives. In addition to purchase of the vehicles, the procurement would include spare parts, special tools, training and documentation.

The following is a breakdown of the number of buses to be purchased over the life of this contract:

Contract Phase	30-ft Bus	40-ft Bus	60-ft Bus
Base	0	0	48
2015 (option)	0	48	63
2016 (option)	0	41	48
2017 (option)	0	30	0
2018 (option)	0	36	35
2019 (option)	30	45	30
Total	30	200	224

The quantity of coaches to be purchase per year coincides with the year a particular group of buses will reach the end of their service life and/or the year additional buses are needed to meet the additional demand for service.

Normally RFP's are not presented to the SFMTA Board for approval. However, according to SFMTA Board Resolution #09-191, the Executive Director/CEO or his designee is authorized to issue competitive solicitations for contracts not requiring Board of Supervisors' approval with further action by the SFMTA Board. Since the contract for this solicitation is estimated to exceed \$10 million and will require Board of Supervisors' approval, the SFMTA Boards' authorization is being requested in order to advertise this RFP.

ALTERNATIVES CONSIDERED:

The alternative considered to issuing an RFP to purchase buses is to use an existing purchasing schedule that is available through another public agency such as the Minnesota Cooperative Procurement Venture. However, on July 8, 2013, the Federal Transit Agency issued a ruling that prohibited public transportation agencies outside the state of Minnesota from using the purchasing schedule established by the State of Minnesota for subsequent vehicle purchases.

In view of this development, the only alternative means for the SFMTA to acquire new coaches is to issue an RFP to purchase replacement coaches for its fleet of buses.

FUNDING IMPACT:

Funding for this project is projected to be through grants from the Federal Transit Administration and Proposition K funds.

A budget of \$65 million has been allocated for the base contract and sources for the funds have all been identified. The budget includes the cost of the coaches, capital spares, taxes, project engineering, maintenance support and consultant support. Of the option vehicles, 314 represent replacements of existing vehicles and will be funded with identified Federal formula funds and Proposition K Sales Tax. The remaining 92 option vehicles are expansions to the fleet and funding for these vehicles is dependent upon receipt of additional discretionary revenue potentially available through local ballot measures or regional capital investment initiatives.

OTHER APPROVAL RECEIVED OR STILL REQUIRED:

The final contract will require approval from the SFMTA Board and the Board of Supervisors. The City Attorney's Office has reviewed this calendar item.

RECOMMENDATIONS:

Staff recommends that the SFMTA Board authorize the Director of Transportation to issue a Request for Proposals containing terms and requirements substantially similar to the Request for Proposals accompanying this calendar item for SFMTA Contract No. CPT 713 - Procurement of 30-foot, 40-foot and 60-foot low floor diesel hybrid coaches.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, As part of its regular daily service, the SFMTA operates 30 30-foot and 56 40-foot Orion hybrid diesel coaches, and 205 40-foot and 124 60-foot Neoplan diesel coaches; and,

WHEREAS, Increased service demands for the 40-foot coaches over the next five years will require the SFMTA to purchase additional buses that will result in a net increase of six coaches for the fleet of 40-foot coaches; and,

WHEREAS, Increased service demands for the 60-foot articulated coaches will require the SFMTA to purchase additional buses that will result in a net increase of 100 coaches for the fleet of 60-foot articulated coaches; and,

WHEREAS, All of SFMTA's current Orion and Neoplan coaches will be reaching the end of their useful life of 12 years within the next five years; and,

WHEREAS, The SFMTA has developed an RFP for the procurement of up to a total of 454 30-foot, 40-foot and 60-foot low floor diesel hybrid coaches, with a scope of work that includes the manufacture, delivery and testing of the coaches, together with associated spare parts, special tools, training and documentation as otherwise specified in the Technical Specifications included in the RFP; and,

WHEREAS, Under the proposed procurement, the base contract would be for the purchase of 26 replacement 60-foot coaches and 22 60-foot coaches for service expansion, with options to purchase up to 406 additional coaches, including up to 30 30-foot coaches, 200 40-foot coaches and 176 60-foot coaches for replacement of the rest of the diesel fleet as it reaches the end of its useful life of 12 years within the next five years and to accommodate additional service demands; and,

WHEREAS, This project will be funded by a combination of federal formula funds and local matching funds; therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to issue a Request for Proposals containing terms and requirements substantially similar to the Request for Proposals presented to this Board on January 21, 2014 for Contract No. CPT 713: Procurement of 30-foot, 40-foot and 60-foot Low Floor Diesel Hybrid Coaches.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of January 21, 2014.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches
CONTRACT PROPOSAL NO. 713
CCO No. 24-1287 – Volume 1

CITY AND COUNTY OF SAN FRANCISCO
San Francisco Municipal Transportation Agency

Request for Proposals

THE PROCUREMENT OF
30-Foot, 40-FOOT AND 60-FOOT LOW FLOOR
DIESEL HYBRID COACHES

CONTRACT No. CPT 713
(CCO No. 14 - 1287)

VOLUME 1

January 2014

PRE-PROPOSAL CONFERENCE
DATE: March 3, 2014

SUBMISSION DEADLINE
DATE: July 31, 2014

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Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

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I. OFFICIAL ADVERTISEMENT

Proposal No. 713 - THE PROCUREMENT OF 30-FOOT, 40-FOOT and 60-FOOT, LOW FLOOR DIESEL HYBRID COACHES. This Request for Proposals addresses the negotiated procurement of 48 60-ft articulated, low floor, diesel hybrid coaches and associated spare parts, training, manuals, and special tools, with options for up to 176 additional 60-ft articulated, low floor, diesel hybrid coaches, up to 200 40-ft, low floor, diesel hybrid coaches and up to 30 30-ft. low floor diesel hybrid coaches over the next 5 years. The quantity and the timing for purchase the option buses shall be as shown in Schedule 1, 2 and 3 of Section IV – Price proposal.

Proposals submitted in response to this RFP should explain how the Proposer intends to meet the requirements of the RFP. Legibility, clarity, and completeness of the technical approach are essential. Statements merely indicating that the Proposer shall meet specific requirements are not sufficient. SFMTA expects all Proposals to be fully compliant and meet all requirements and conditions as set forth herein. The use of promotional or marketing information is discouraged unless specifically requested.

The Proposer shall respond to each of the sections described within this RFP in the specific order presented in the RFP and addressing each item individually. Proposers should avoid making references to other Proposal sections unless it is not practicable to convey the information in another manner. The Proposer shall identify specific elements planned for the Diesel Hybrid Coaches, as well as the Proposer's experience with the proposed elements of the vehicle, and shall identify the names of proposed Subcontractors and Suppliers for each major vehicle subsystem describing in detail the interfaces and how the Proposer will manage each. The Proposer must demonstrate full responsibility for the execution of the Work, including management of all subcontractors, suppliers, and integration efforts that will be required. Proposals shall be written in the English language.

The contract shall be a firm fixed-price contract, with progress payments and liquidated damages in accordance with the terms of the contract. The contract award is subject to approval by the Board of Directors of the San Francisco Municipal Transportation Agency (SFMTA), the San Francisco Board of Supervisors and the concurrence of the Federal Transit Administration (FTA) of the U.S. Department of Transportation. The contract is subject to financial assistance from the San Francisco County Transportation Authority, the Metropolitan Transportation Commission, and the FTA. By signing their proposals, proposers certify that they are not on the U.S. Comptroller General's list of ineligible contractors

The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. The City and County of San Francisco notifies all proposers that it will ensure that Small Business Enterprises (SBEs), including Disadvantaged Business Enterprises (DBEs), will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award. All proposers will be required to comply with the FTA's DBE requirements found in 49 CFR Part 26. In addition, the successful proposer will be required to comply with the terms and conditions set forth in the Nondiscrimination in Contracts and Benefits provisions of Chapter 12B of the San Francisco Administrative Code.

A proposal bond (bid bond), a cashier's or certified check, or a money order in the amount of \$250,000 must accompany each Price Proposal. Prior to award, the successful proposer will be required to furnish to the City a performance bond in the amount of 25% of the total contract amount and evidence of insurance as specified in the contract documents. The SFMTA reserves the right to reject any and all proposals. Proposer's Price Proposal offer shall remain in effect for 180 calendar days.

Technical proposals, price proposal and all completed forms must be submitted and received by SFMTA by 2:00 p.m., July 31, 2014 at the following address:

San Francisco Municipal Transportation Agency
Fleet Engineering,
700 Pennsylvania Avenue, San Francisco CA 94107
Attention: Mr. Enoch Chu

RFP for Contract No. CPT 713

CCO NO. 14-1287

THE PROCUREMENT OF 30-FOOT, 40-FOOT and 60-FOOT, LOW FLOOR DIESEL HYBRID COACHES

Prospective proposers may obtain the RFP, Volume 1 and Volume 2 (Technical Specifications), and additional information and addenda, including the forms to be submitted with the proposal, by downloading the documents from the Office of Contract Administration (OCA) website or by calling Mr. Enoch Chu at (415) 401-3102.

A Pre-Proposal Conference will be held on March 3, 2014 at 10:00 a.m. PDT, at 700 Pennsylvania Avenue, San Francisco, California 94107, Building D, Room D106 to discuss the RFP and the SBE/Nondiscrimination Requirements.

II. REQUEST FOR PROPOSALS

FOR THE PROCUREMENT OF 30-FOOT, 40-FOOT AND 60-FOOT LOW FLOOR DIESEL HYBRID COACHES

The Municipal Transportation Agency of the City and County of San Francisco will receive sealed Proposals at 700 Pennsylvania Ave., San Francisco, California 94107, until 2:00 p.m. on July 31, 2014 for a contract for the procurement of 48 60-foot articulated low floor diesel hybrid coaches and options for the purchase of additional 30-foot, 40-foot and 60-foot low floor diesel hybrid coaches. Proposals submitted after this date and time will not be accepted. Proposals will not be opened in public.

In accordance with the Negotiated Procurement Procedures included as Appendix E-1 to this RFP, after the first round of evaluations, SFMTA may revise the provisions of the Technical Specifications (Vol. 2) or the Sample Agreement (Vol. 1, Section V) of the RFP to reflect information garnered during the first round and issue a request for Best and Final Offers (BAFOs) to each proposer within the competitive range. The BAFOs will not be opened in public.

1. SCOPE

The Request for Proposals (RFP) covers the negotiated procurement of 48 new 60-foot articulated low floor diesel hybrid coaches and associated spare parts, training, manuals, and special tools with options for up to 176 additional 60-ft articulated, low floor, diesel hybrid coaches, up to 200 40-ft, low floor, diesel hybrid coaches and up to 30 30-ft. low floor diesel hybrid coaches over the next 5 years. Specific requirements for the Coaches, including deliverables required by SFMTA are outlined in the Technical Specifications.

The options would be exercised through notification to the contractor within the five (5) years from Notice to Proceed of the original agreement. In the event SFMTA does not have the resources or service requirements to exercise all or part of the option, in accordance with Federal Transit Administration (FTA) guidelines, all or part of the option may be assigned to interested Transit Agencies (TA). In the event all or part of the option is assigned, the contractor will be responsible for negotiating any and all changes in the deliverables and the associated costs with the procuring TA.

The contract shall be a firm fixed-price contract with progress payments and liquidated damages in accordance with the terms of the contract. The contract award is subject to approval by the SFMTA Board of Directors and the Board of Supervisors of the City and the concurrence of the Federal Transit Administration (FTA) of the U.S. Department of Transportation.

The work shall be performed at the Proposer's or subcontractor's facility, except for the qualification and acceptance testing, which shall be performed in accordance with the testing requirements of TS 12.2. The Proposer shall strictly monitor the quality of work within its facilities and in those of its subcontractors.

The Proposer shall supply and coordinate all labor, inspections, engineering, tools, materials, parts, facilities, and equipment required to build, test, and commission the coaches to provide a level of performance, safety, quality of materials, workmanship, and reliability sufficient to provide a 12 year minimum service life for the 40-ft and 60-ft coaches and a 10 year minimum service life for the 30-ft coaches. with mid-life overhaul (as recommended by the Proposer), and shall prepare all required detailed technical data as specified in the Technical Specifications.

2. DEFINITIONS

Definitions pertaining to this RFP shall be those set forth in the Sample Agreement (Section V, below).

3. CONTRACT DOCUMENTS

The Contract documents issued with the Request for Proposals are:

Volume 1

Contract Documents:

- I. Official Advertisement
- II. Request for Proposals
- III. Technical Proposal
- IV. Price Proposal
- V. Sample Agreement
- VI. Appendices
 1. Appendix A Certificates
 2. Appendix B Worksheets
 3. Appendix C Proposal Bond (Bid Bond) and Performance and Labor and Materials Bonds
 4. Appendix D DBE Requirements and FTA Special Provisions
 5. Appendix E Attachments

Volume 2 Technical Specifications

4. COACH INFORMATION

A. Fabrication

The coaches shall meet all the requirements of the Technical Specifications. The Contractor shall meet the requirements of the Quality Assurance provisions to ensure the quality of the end product.

B. Delivery Procedure and Schedule

Delivery of the coaches shall be made in accordance with Section 13 of the Technical Specifications, Contract Volume 2.

C. Payments

Payments will be made in accordance with Section 7 of the Sample Agreement (Part V, Contract Volume 1).

D. Service Parts And Manuals

Service parts and manuals shall be furnished in accordance with Sections 10.4 and 9.2 of the Technical Specifications, Contract Volume 2.

E. Warranty

The Contractor shall meet the requirements of the warranty provisions in Sections 10.1 and 10.2 of the Technical Specifications, Contract Volume 2.

5. EVALUATION AND NEGOTIATED PROCUREMENT PROCESS

The City will follow the Negotiated Procurement Procedure, which is described below. The City's Negotiated Procurement Procedures are included in Appendix E-1.

A. Evaluation of Technical and Price Proposals

Proposals will be evaluated by a Proposal Evaluation Committee, composed of separate Technical Evaluation and Price Evaluation Subcommittees. On the proposal due date, sealed proposals will be submitted in two parts: Technical and Price. Technical Proposals will be opened and evaluated by the Technical Evaluation Subcommittee, and Price Proposals will be opened and evaluated by the Price Evaluation Subcommittee. The Subcommittees will consider the evaluation factors specified in Section 11, Proposal Evaluation Criteria, and determine a numerical score for each Technical and Price Proposal

The technical score and the price score will be combined and the proposal ranking will be established. The competitive range will be determined based on this ranking. Proposers whose proposals are judged to be outside the competitive range (not within reach of being the number one ranked proposal) will be notified in writing. Proposers so notified will have five (5) working days, following receipt of notification, to protest the decision in accordance with the Protest Procedures in Appendix E-2, Protest Procedures.

Proposers within the competitive range may be required to attend clarification meetings. Proposers within the competitive range will be notified of the location, time, and subject matter of any such clarification meetings.

B. Exceptions; Approved Equals

Technical specification exceptions and proposed equals (see Section 11- Proposal Evaluation Criteria, and 12 – Contract Award), and commercial terms and conditions exceptions (see Part IV (Price Proposal), Section 3) will be reviewed by the Evaluation Committee for discussion during negotiations, if such are held, and for potential inclusion in "best and final" offers("BAFOs"). The evaluation of technical specification exceptions, proposed equals, and exceptions to commercial terms and conditions will not be a factor in the scoring of initial proposal submissions.

C. Negotiations; BAFOs

At the conclusion of the initial evaluation process, the SFMTA will determine whether to negotiate with proposers who are within the competitive range or award the contract without further discussion. An award may be made at this point if the evaluation determines that the best achievable and technically acceptable proposal has been received.

If the SFMTA decides to negotiate, proposers within the competitive range will be formally notified of the time and place for negotiations. If, as a result of negotiations, the City determines to allow any exceptions to the Specifications or any other Contract provision, an addendum will be issued to proposers within the competitive range to enable them to incorporate such changes

in their BAFOs. Following negotiations, proposers within the competitive range will modify their proposals and submit sealed BAFOs by a specified date.

The subcommittees will evaluate the BAFOs using the same procedure as for the first offers. The City will award the contract to the proposer whose BAFO receives the highest score (unless the City decides to further negotiate and request another BAFO), based on the evaluation factors specified in Section 11, Proposal Evaluation Criteria.

6. FEDERAL AND LOCAL REQUIREMENTS

Refer to the Sample Agreement (Section V) for Federal and Local Requirements

7. PRE-PROPOSAL CONFERENCE

A pre-proposal conference for interested parties will be held on March 3, 2014 at 10:00 a.m. PST at:

700 Pennsylvania Avenue
Building D, Room D106
San Francisco, CA 94107

SFMTA encourages the submittal of written questions for the pre-proposal conference at least seven days prior to the pre-proposal conference. The questions should be sent to Enoch Chu, Contract Administrator 700 Pennsylvania Avenue, San Francisco, CA 94107-3443. 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:

Enoch Chu, Contract Administrator 700 Pennsylvania Avenue, San Francisco, CA 94107-3443.

SFMTA will send responses in writing, along with all the questions received, to all parties that received a copy of the RFP from the SFMTA.

8. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposers may submit a proposal for:

- 1) 60-Ft articulated low floor Diesel Hybrid Coaches; and/or

2) 40-Ft low floor Diesel Hybrid Coaches; and/or

3) 30-ft Low Floor Diesel Hybrid Coaches

Separate proposals must be provided for each type of coach proposed. Proposers may also proposed separate proposals for the different type of hybrid drive (parallel or series type hybrid) if the particular hybrid drive is offered in their product line. The City will evaluate each proposal separately. There are separate bid sheets for each type of Coach (see Part IV, Price Proposal).

B. Technical Submissions

The Technical Proposal shall be clearly marked on the cover “Procurement of 30-Foot, 40-Foot and 60-Foot Low Floor, Diesel Hybrid Coaches.” The proposer’s Technical Proposal shall be complete; containing all information defined in Part III Technical Proposal of these contract documents. Technical Proposals shall be provided in the quantities stated in Section 9 of this RFP.

C. Price Submissions

Price Proposals shall be clearly marked on the cover, “Procurement of 30-Foot, 40-Foot and 60-Foot Low Floor Diesel Hybrid Coaches” in concert with Technical Proposal submissions. Price Proposals shall be provided in the quantities stated in Section 10 of this RFP.

D. Resource Conservation

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

E. Tropical Hardwood Ban

Any proposal, bid or other response to a solicitation which calls for the use of any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product shall be deemed to be non-responsive (see Part V, Sample Agreement, Section 35).

9. TECHNICAL PROPOSAL

A. General Requirements

Technical Proposals shall be enclosed in a sealed envelope or box. The name and address of the proposer shall be placed on the upper left-hand corner of the envelope or box. The following information shall appear in the center of the envelope or box:

PROCUREMENT OF 30-FOOT, 40-FOOT AND 60-FOOT LOW FLOOR, DIESEL HYBRID
COACHES
TECHNICAL PROPOSAL
CONTRACT PROPOSAL NO. 713

Technical Proposals shall be submitted by the date and time set for the receipt of sealed proposals. The proposer shall provide three (3) bound paper copies and 10 electronic copies of the Technical Proposal for each proposal submission. The proposals shall be placed inside a sealed envelope or box.

B. Documentation

All Technical Proposals shall include a completed Signature Page (see Technical Proposal, Part III) and completed Technical Proposal Worksheets, Follow-up Service Worksheets, and Delivery Schedule Worksheets (see Appendix B). Blank spaces on the forms shall be filled in and no changes shall be made in the wording on the form unless specific Addenda are received from the City. In addition;

- 1) Proposals must be made in the English language.
- 2) Technical Proposals must be unqualified and unconditional except as otherwise provided in Part III, Sections 13, Technical Specification Exceptions, and 14, Proposed Equals.
- 3) Proposal information must be typewritten or clearly written in ink.

C. Best and Final Offer (BAFO) Instructions

Proposers are not required to submit a complete technical proposal with the BAFO. Proposers shall submit change pages as required to document any differences between the initial proposal and the BAFO. However, the Technical Proposal Signature Page under Part III and the Technical Proposal Worksheet, Follow-Up Service Worksheet and Delivery Schedule Worksheet in Appendix B must be completed in their entirety for each Technical BAFO submitted. Like the initial proposal, the Technical Proposal shall be separate from the Price Proposal and shall be packaged and marked as required in subparagraph 9.A above. Separate and complete BAFOs shall be submitted for each proposal designated by the City to be in the competitive range.

D. BAFO Rejection

The City expects the proposals to be in full compliance with the BAFO technical specifications. SFMTA may reject any BAFO proposal which includes significant design changes from the original proposal and which were not discussed during negotiation meetings.

10. PRICE PROPOSAL

A. General Requirements

Price Proposals shall be enclosed in a sealed envelope. The name and address of the proposer shall be placed on the upper left-hand corner of the envelope. The following information shall be placed in the center of the envelope:

PROCUREMENT OF 30-FOOT, 40-FOOT AND 60-FOOT LOW FLOOR, DIESEL HYBRID
COACHES
PRICE PROPOSAL
CONTRACT PROPOSAL NO. 713

Price Proposals shall be submitted by the date and time set for the receipt of sealed proposals. The proposer shall provide four (4) bound copies, and one (1) original unbound copy (Master—suitable for reproduction). The unbound copy shall be marked “MASTER” on the cover and shall be enclosed in a sealed envelope. The envelope with the master copy shall be placed with

the four (4) bound copies inside the sealed outer envelope. The envelope with the master copy shall be marked with the same information that appears on the outer envelope.

The Price Proposal shall be accompanied by a proposal bond (bid bond), cashier's or certified check, or money order in the amount of \$250,000.00 payable to the City and County of San Francisco, to guarantee the filing of performance and labor and materials bonds and insurance certificates and proper execution of the contract. After the successful proposer has furnished same, or the City has rejected proposals, all bid securities, except those which may have been forfeited, will be returned to the proposers. The cashier's or certified check, or money order shall be drawn on a U.S. bank.

A Sample Agreement for this project is included here in Section V of this RFP. The Sample Agreement contains the following Exhibits:

Exhibit 1: Schedule of Prices

Exhibit 2: Payment Schedule

Exhibit 3: Project Delivery Schedule

Exhibit 4: FTA Requirements for Procurement Contracts

The Proposer shall carefully review all requirements of the Sample Agreement in this RFP prior to preparation of its Price Proposal. In preparation of its Price Proposal, the Proposer must assume that SFMTA will not make modifications to the terms of the Agreement as attached unless it has issued an addendum changing the terms of the Agreement.

B. Documentation

The Price Proposal shall be made on the forms provided (see Part IV- Price Proposal). Blank spaces shall be filled in and no changes shall be made to the wording on the forms unless specific addenda are received from the City. The Price Proposal shall contain:

- 1) Completed Signature Page (see Part IV-Price Proposal)
- 2) Complete Schedule of Prices– (See Part IV-Price Proposal, Schedule of Prices 1, 2, 3), Spare Parts Lists (see Part IV-Price Proposal, Schedule 1A, 2A, 3A) and Special Tools (see Part IV- Price Proposal, Schedule 1B, 2B, 3B).
- 3) Completed DBE Requirements, FTA Special Provisions and SFMTA Questionnaire and Workforce Data Form (see Appendix D).
- 4) Proposers must also submit the following certifications with their Price Proposal in order to be considered responsive:
 - a. Buy America Certificate (Appendix A-1)
 - b. Attestation of Compliance (Appendix A-2)
 - c. Certification Regarding Lobbying (Appendix A-3)
- 5) In addition, Proposers must submit the following additional forms in order to be eligible for award of a contract:

- a. Business Tax Certificate Requirement (Appendix A-4)
 - b. Business Tax Declaration (A-5)
 - c. Compliance with FTA Bus Testing Requirements (A-6)
 - d. Declaration - Nondiscrimination in Benefits (Appendix A-7)
- 6) Proposal bond (bid bond), cashiers or certified check, or money order.
- 7) Additional requirements include:
- a. Proposers must propose on all items listed on the Price Proposal.
 - b. Proposals must be typewritten or clearly written in ink. No erasures shall be permitted.
 - c. Proposal prices must be in U.S. dollars. These prices shall be the total price delivered F.O.B. to the destinations set forth in Part V, Sample Agreement. (State and local sales or use taxes are not to be included in the prices.)
 - d. A copy of (1) the proposer’s application for the California Air Resources Board (CARB) Certification and (2) the proposer’s Certification Plan (see Section 11.E below)

C. Best and Final Offer (BAFO) Instructions

For the BAFO, the Price Proposal Signature Page (under Part IV – Price Proposal) and the new Schedule of Prices sheets (under Part IV – Price Proposal) shall be completed in their entirety for each Price BAFO submitted. See Schedule of Prices 1, 2, and 3 corresponding Spare Parts Lists, Schedules 1A, 2A and 3A and corresponding Special Tools Schedules 1B, 2B and 3B. Price Proposals shall be submitted separately from the Technical Proposals and shall be packaged and marked as required in subparagraph 10.A above.

11. PROPOSAL EVALUATION CRITERIA

The Price and Technical Proposal Evaluation Subcommittees will evaluate the respective proposals separately. In making its evaluation, the Technical Evaluation Subcommittee will rate each proposal on the proposed product, past performance of the proposer, and delivery schedule, as explained below. Price and technical evaluation criteria will be weighted as follows:

Criteria	Weight (Percent)
Price	40
Proposed Product	40
Past Performance	10
Delivery Schedule	10
CARB Application and Certification Plan	Pass / Fail

A. Price

Price will be evaluated separately, based on the “grand total” of the line identified as “Basis of Award” in the Schedule of Prices (refer to Part IV, Schedule of Prices 1, 2 and 3). The Basis of Award is the sum of the “grand total” of the extended prices indicated in items 1 through 6 for Schedule of Prices 1 and items 1 through 9 for Schedule of Prices 2 and 3. The proposal value

is determined by the sum of the extensions of quantities, as shown in the Schedule of Prices, multiplied by the unit prices, plus the totals of lump sum items. The Proposer's score for price will be determined by the formula shown below.

$$\text{Proposer's Score} = \frac{\text{Lowest Price}}{\text{Proposer's Price}} \times \text{Total points possible for price proposal}$$

In the event of a discrepancy between the unit bid price and the extension, the unit bid price shall govern. In the event of a discrepancy between the sum of the extended amounts and the total bid shown, the sum of the extended amounts shall govern.

B. Proposed Product

Each Technical Proposal will be examined to ensure that it is fully responsive to the requirements of these contract documents. Where there is a "SFMTA" preference noted, the Technical Evaluation Subcommittee may award more evaluation points to those proposals that meet the preferred performance or comply with the preferred characteristics. Proposals that exceed the minimum performance specifications may also be rated higher.

The evaluation for the proposed product will be based on, but not limited to, the criteria listed below:

- 1) Vehicle Characteristics: Design, efficiency of operation, and specification conformance, including the ability to demonstrate vehicle reliability, maintainability, and that the vehicle will meet or exceed the performance, operational, and safety requirements specified.
- 2) Support, Training and Documentation: Evaluation of the Proposer's support systems for ordering parts and equipment, warranty, and field service, the thoroughness of its training program, and the completeness, clarity and format of the documentation and manuals proposed for this contract. Particular consideration will be given to the timeliness and the impact to SFMTA of that support, training and documentation.
- 3) Responsibility and Quality Assurance: The ability to demonstrate that the organization, management and planning will result in a product being designed and manufactured within schedule and in accordance with the contract documents, including the ability to demonstrate that effective quality assurance procedures are in place in all aspects of the manufacturing process. SFMTA will also consider whole life cycle costs.

C. Past Performance

SFMTA will evaluate the proposer to determine whether performance on similar contracts has been satisfactory. SFMTA will examine factors such as schedule adherence, engineering, assembly and manufacturing quality, field product support, and warranty for past contracts. SFMTA will contact references for this portion of the evaluation. SFMTA reserves the right to use its experience with proposer or contact transit properties or individuals at transit properties other than those listed by the proposer.

D. Delivery Schedule

Delivery schedules proposed (see Delivery Schedule Worksheets 1C, 2C and 3C in Appendix B) will be compared with SFMTA's preferred delivery schedules, as specified in Section 13,

Delivery Schedule, of the Technical Specifications, Volume 2, and the proposed delivery schedules will be rated based on how close they mirror SFMTA's preferred delivery schedules. The range for rating shall be 100% for exact duplication of SFMTA's preferred delivery schedules and 0% for a difference of 180 days or more between SFMTA's schedule and proposer's delivery schedule.

$$\text{Proposer's Percent Rating} = 1 - \frac{(\text{No. of days late})}{180 \text{ days}} \times \text{Total possible (10\%)}$$

E. CARB Certification Plan

Supply detailed documentation on compliance with California Code of Regulations, Title 13, Section 1956.1. This should include a detailed certification plan (from both parties, for 2-party certification), including recent testing and emissions data supporting the plan(s). Applications(s) for certification with CARB should also be included, and information in intermediate steps (monthly update or as it becomes available) should be provided to SFMTA in support of the Proposer's certification plan. Final certification documents must be provided to SFMTA prior to vehicle delivery (including prototype).

F. Final Score and Post-Evaluation

The Final Score will be established by weighing the scores using the relative weights stated above.

After evaluation, the SFMTA, in accordance with the Negotiated Procurement Procedures, will decide whether to:

- A. Award to the highest-ranked Proposer;
- B. Reject all Proposals; or
- C. Establish a competitive range and enter into negotiations with all Proposers within the competitive range.

SFMTA reserves the right to reject all Proposals if the prices are, in SFMTA's opinion, unreasonable or for any other reason in best interests of the SFMTA.

The City intends to award this Agreement to the firm(s) that it considers will be the most advantageous and provide the best value for SFMTA. In the event that an agreement cannot be reached with the highest-ranked firm, negotiations may be entered into with other qualified firms in the order of their ranking. SFMTA reserves the right to accept other than the lowest-priced offer and to reject proposals, in whole or in part, that are not responsive to this RFP.

12. REQUEST FOR BEST AND FINAL OFFER

The BAFO will be evaluated using the same criteria and ranking system described above. In accordance with the Negotiated Procurement Procedures, after the first round of evaluation, as described above, SFMTA may revise the provisions of the Technical Specifications or the Sample Agreement to reflect information garnered during the first round and issue a request for BAFO to each Proposer within the competitive range.

SFMTA will notify the Proposer, prior to Request for BAFO, of any subcontractors who are not compliant with the contract documents and who are unacceptable to SFMTA. After the submittal of BAFO, Proposer may not substitute any other subsystem subcontractor than those submitted in the BAFO, unless accepted by SFMTA.

13. CONTRACT AWARD

A. Award Procedure

The SFMTA will recommend award of the contract to the Proposer who receives the highest ranking in the evaluation process and with whom a contract has been successfully negotiated. SFMTA will issue a Notice of Intent to Award to that Proposer or Proposers. The Selected Proposer agrees to permit City to perform audits and inspections as set forth in the FTA Requirements for Procurement Contracts (see Exhibit 4 to the Sample Agreement, Section V below).

The contract is subject to approval by the Board of Directors of the SFMTA and the City's Board of Supervisors. If the contract is approved by these governing bodies, the SFMTA will issue a Notice of Award to the successful Proposer(s).

B. Debrief to Unsuccessful Proposers

Upon request, SFMTA will debrief unsuccessful Proposers after award of the Contract.

C. Bonds, Insurance, and Execution of Contract

Within 20 calendar days following the receipt of a Notice of Intent to Award, the proposer to whom the contract is awarded shall deliver the specified performance bond, labor and materials bond, and insurance certificates to the City, in accordance with Section 15 of the Sample Agreement (Section V below). The performance bond and labor and materials bond shall be furnished using the forms provided in Appendix C, Volume 1.

If a proposer to whom notice of tentative award is made fails or refuses to furnish the required bonds and insurance certificates within 20 calendar days after receiving notice from the City to file such documents, or fails or refuses to properly execute and return the Agreement, the City may, at its option, determine that this proposer has abandoned its proposal. Thereupon, the recommended award of said contract to the proposer shall be null and void, and the full principal amount of the proposal bond (bid bond) shall be payable to the City and County of San Francisco (or the cashier's or certified check or money order accompanying its proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by the City as partial liquidated damages for failure of such proposer to properly execute the Agreement or file the documents herein required. The foregoing in no way limits the damages, which are recoverable by the City, whether or not defined elsewhere in the contract documents.

14. SINGLE PROPOSER

If only one responsible and responsive proposal is received, the City may conduct a price or cost analysis, or both, of the proposal to assess whether the prices offered by the Proposer are fair and reasonable. For a price analysis, the prices for procurements with similar specifications and similar quantities of coaches will be compared to the prices received in the single proposal.

Where differences exist, a detailed analysis will be conducted to determine the factors that might cause the difference such as escalation and technical performance requirements.

A cost analysis may also be conducted if necessary to determine if the proposed prices in the proposal are fair and reasonable. During a cost analysis, the individual cost elements used by the proposer(s) to generate the prices shown in the Price Proposal(s) will be examined. Each cost element will be evaluated for profit and reasonable estimates of labor and material. Subcontractor costs may also be examined in the same manner.

The City is not obligated to accept a single proposal for the Procurement of 30-ft, 40-ft and 60-ft articulated low floor, diesel hybrid coaches. If a price or cost analysis is required, the date of contract award may be extended by 90 days.

15. PRE-AWARD BUY AMERICA CERTIFICATION

49 CFR Part 663 requires SFMTA to certify to FTA that a pre-award audit has been performed and to verify compliance with Buy America requirements. After a Proposer has been selected for award and has been sent a Notice of Intent to Award, the Proposer shall provide an SFMTA auditor with appropriate documentation to assist in the completion of the pre-award audit. The documentation supplied by the successful Proposer concerning its compliance with the Buy America regulations (49 C.F.R. Part 661) must list the components of the Coaches by manufacturer, country of origin, and percent of total cost of all components. In addition, the successful Proposer must identify the subcomponents of each component listed as a domestic component in the content calculation for Buy America compliance. Each such subcomponent must be identified by manufacturer, country of origin, and percent of total cost of all subcomponents. The Selected Proposer must identify the proposed final assembly location for the coaches, and provide documentation detailing the manufacturing activities that will take place during final assembly at that location. The Selected Proposer shall cooperate with SFMTA and, within four calendar days after the date of the Notice of Intent to Award, provide enough detail concerning these activities to allow SFMTA's auditor to determine if these activities constitute adequate final assembly under the Buy America requirements. To assure confidentiality, the auditor's report will contain only summary data, not cost and pricing data, of individual components and subcomponents. Proposer shall clearly mark as proprietary all such cost data. To the fullest extent permitted under applicable law, SFMTA and its auditor shall keep such information confidential.

16. TERMS AND CONDITIONS FOR PROPOSALS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the SFMTA, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the SFMTA promptly after discovery, but in no event later than the time set forth in Section B below.

B. Objections to RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP (including all Appendices and all Addenda), including but not limited to objections based on

allegations that: (a) the RFP is unlawful in whole or in part; (b) one or more of the requirements of the RFP is onerous, unfair or unclear; (c) the structure of the RFP does not provide a correct or optimal process for the procurement; or (d) the RFP contains one or more ambiguity, conflict, discrepancy or other errors, the Proposer must, not more than 21 Days after the RFP is issued, submit such objection in the manner described below.

- 1) Objections must be delivered to Enoch Chu, at the address provided on page 23 of this RFP. If an objection is mailed, the Proposer bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of objections delivered orally (e.g., by telephone) will not be considered.
- 2) The objection shall state the basis for the objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the Proposer.
- 3) The SFMTA, at its discretion, may make a determination regarding an objection without requesting further documents or information from the Proposer who submitted the objection. Accordingly, the initial objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the Proposer at the time the objection is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial objection, but which could have been raised at that time, the City may not consider such new grounds or new evidence.
- 4) Upon receipt of a timely and proper objection, the SFMTA will review the objection and conduct an investigation as it deems appropriate. As part of its investigation, the SFMTA may consider information provided by sources other than Proposer. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the objection, and issue Addenda to incorporate any necessary changes to the RFP.
- 5) Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the procurement process (including as part of a protest), in a Government Code Claim, or in other legal proceedings.
- 6) A Proposer may not rely on an objection submitted by another Proposer, but must timely pursue its own objection.

C. Addenda to RFP

The SFMTA may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent by email and, if necessary, by facsimile, to each firm listed with the SFMTA as having received a copy of the RFP for proposal purposes. The SFMTA will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the SFMTA prior to the proposal due date, regardless of when the proposal is submitted.

D. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 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.

E. Revision of Proposal

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

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

F. Errors, Omissions and Deviations 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 Contractor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

G. Financial Responsibility

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

H. Proposers' 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 committee
- a committee controlled by the officer or candidate

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

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

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

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

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

I. Sunshine Ordinance

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

J. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter

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

K. Reservations of Rights by the City

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

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

L. No Waiver

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

M. Communications Prior to Contract Award

It is the policy of the SFMTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the Proposer selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the Proposer 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 a person with whom contact is expressly authorized by this RFP, for the purpose of influencing the Proposer selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and, if required, by the San Francisco Board of Supervisors. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

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

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

However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation. Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and if required, by the San Francisco Board of Supervisors. All lobbyists or any agents representing the interests of Proposer and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (Appendix A-2) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

17. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form as shown in Section V – Sample Agreement. Failure to timely execute the contract, or to furnish any and all certificates, bonds or other materials required in the contract, shall be deemed an

abandonment of a contract offer. The SFMTA, in its sole discretion, may select another firm and may proceed against the original selected for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (Section 34 in the Sample Agreement); the First Source Hiring Program (Section 44 in the Agreement); and applicable conflict of interest laws (Section 23 in the Agreement), as set forth in paragraphs B, E, and F below.

B. Nondiscrimination in Contracts and Benefits.

The successful proposer(s) will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sf-hrc.org.

C. Minimum Compensation Ordinance (MCO)

Successful proposers are urged to agree to comply with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

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

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

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

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

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

18. CERTIFICATIONS

The list of certifications required for this Proposal is set forth in Section 10.B. Additional information is provided below. The required certifications shall be included with the Price Proposal.

A. Debarment Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-

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

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

The certification in this clause is a material representation of fact relied upon by the San Francisco Municipal Transportation Agency ("SFMTA"). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Parts 180, Subpart C and 1200, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. Certification Regarding Lobbying (Appendix A-3)

All prospective proposers are required to complete and submit along with their proposals, the certification form shown as Appendix A3, regarding lobbying. The same certification shall be obtained and submitted from all lower tier participants (sub-consultants, suppliers, etc.) with work greater than \$100,000.

C. Attestation of Compliance (Appendix A-2)

The Proposer shall sign this certification to indicate compliance with the requirements of Section 13.M. of this RFP.

D. Buy America Certificate (Appendix A-1)

The Proposer shall complete and sign this certification and submit it with its proposal.

E. San Francisco Business Tax Certificate (Appendix A-4)

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

19. APPEALS AND PROTEST PROCEDURES

The protest procedures for bidding and award of federally assisted third party contracts are included in Appendix E-2 - Protest Procedures. The proposer shall comply with the requirements of FTA Circular 4220.1E regarding protests to FTA.

20. FURTHER INFORMATION, CLARIFICATIONS, QUESTIONS OR CONCERNS

For further information, clarifications, questions or concerns regarding Contractual Provisions and Technical Specifications, contact:

Enoch Chu, P.E
Contract Administrator
San Francisco Municipal Railway
Fleet Procurement Engineering Section
700 Pennsylvania Avenue
San Francisco, CA 94107-3443
Tel: (415)-401-3102
Fax: (415)-401-3218

NOTES:

1. Exceptions may be taken to sections of the commercial terms and conditions in accordance with Volume 1. Part IV, Price Proposal Section 3, Commercial Terms and Conditions Exceptions. Proposers may discuss their exceptions to the commercial terms and conditions during the negotiation process; however, there is no guarantee that the

City can or will negotiate or change any of the proposed exceptions to the commercial terms and conditions.

2. The proposers may propose exceptions to the Technical Specifications in accordance with Volume 1 Part III, Technical Proposal, Section 12, Technical Specification Exceptions.
3. The proposers may propose equals to the Technical Specifications in accordance with Volume 1 Part III, Technical Proposal, Section 14, Proposed Equals.
4. Please be aware of the proposal format and content submittal requirements as indicated in Volume 1 Part III, Technical Proposal Section 2; and Part IV, Price Proposal, Section 2.
5. PROPOSERS SHALL NOT SUBMIT EXCEPTIONS to sections of the commercial terms and conditions or the Technical Specifications and PROPOSERS SHALL NOT PROPOSE EQUALS to the Technical Specifications as part of the BAFO. Proposer's BAFO submittals must be fully compliant with the Contract Documents, including all Change Notices.
6. Reference Volume 1, RFP, Part II, Section 15.A Certification Regarding Debarment, Suspension, and other Responsibility Matters, please be reminded of the following: Each bidder must include the debarment and suspension certification clause in all solicitations for lower tier participants with prospective contracts that will exceed \$25,000. These potential subcontractors must also certify to the statements in the certification.
7. Reference Volume 1, RFP, Part II, Section 15.B., Documentation and Appendix A3, , CERTIFICATION REGARDING LOBBYING, please be reminded of the following:

The Contractor must obtain lobbying certificates, along with disclosure statements, if applicable, from all subcontractors with subcontracts in excess of \$100,000. These should be submitted to Enoch Chu, at the address indicated on Volume 1, RFP, Part II, Section 17, for Further Information, Clarifications, Questions or Concerns, as soon as the subcontracts are awarded.

III. TECHNICAL PROPOSAL

FOR THE PROCUREMENT OF LOW FLOOR 30-FT, 40-FT and 60-FT DIESEL HYBRID COACHES

1. GENERAL REQUIREMENTS

The City wishes to receive Technical Proposals that are clear and concise and explain how the proposer will meet the requirements of this procurement. Statements merely indicating that the proposer will meet specific requirements are not acceptable. Unless specifically noted as an exception to the Technical Specifications or these contract documents, the City assumes that the proposer will meet all requirements and conditions.

A. Number of Copies

Three (3) bound copies and ten (10) electronic copies of the Technical Proposal shall be provided. In addition to the above, and packaged separately, the proposer shall provide three (3) electronic copies each of the most recent maintenance, parts, and operator's manuals, and parts price lists.

Changed pages or additional information provided as part of the BAFO submission shall be provided in the same quantities as indicated above. Each BAFO page shall be suitable (punched holes) for replacement or addition to the existing pages. No additional copies of maintenance, parts and operator's manuals, or parts lists are required.

B. Language and Units of Measure

All language in the proposal shall be in English. For the proposal submission and the performance of the contract, all measurements may be in U.S. units or metric units. If metric units are provided, the City requires that U.S. unit equivalents also be provided (inches, pounds, etc.).

C. Clarity and Completeness

Proposal brevity and clarity are desired. The City will not be obligated to expend extraordinary effort if the proposal is unclear, difficult to assess, and/or incomplete. Such proposals may be classified unacceptable.

D. Clarification Meetings

Proposers within the competitive range may be requested to meet for clarification meetings. Such proposers will be notified of the time and place of the meeting and the subject matter to be clarified.

2. FORMAT AND CONTENT

Each proposal shall be organized and numbered as indicated below. Dividers shall be included in each copy to separate each section of the proposal. Pages for each Section of the proposal shall be numbered consecutively beginning with Page 01. The Technical Proposal Signature Page can be found on page 39 of this part of the RFP.

Cover Letter

Table of Contents

- A. Signature Page (Page 39 of this Part III of the RFP)
- B. Technical Characteristics - Items 3A through 3K as indicated below in Section 3
- C. Certification, Test Results, Disclosure, and Demonstration - Items 4A through 4E as indicated below in Section 4
- D. Repair, Support and Warranty Information - Items 5A through 5D as indicated below in Section 5
- E. Management Approach - Items 6A through 6C as indicated below in Section 6
- F. Completed Technical Proposal Worksheets, Follow-Up Service Worksheets, and Delivery Schedule Worksheets (see Worksheets 1A, 1B, 1C, 2A, 2B, 2C, 3A, 3B, 3C in Appendix B of this RFP).
- G. Past Experience - Items 8A through 8E as indicated below in Section 8
- H. References - Items 9A and 9B as indicated below in Section 9
- I. Quality Assurance - Items 10A through 10J as indicated below in Section 10
- J. Training and Publications - Items 11A and 11B as indicated below in Section 11
- K. Whole Life Cycle Costs – as indicated in Section 12 of this RFP (proposers shall provide all relevant data needed to present a whole life cycle cost for the coaches in a form that can easily analyzed by SFMTA.
- L. Technical Specification Exceptions - Items 13A through 13E as indicated below in Section 13
- M. Proposed Equals - Items 14A through 14E as indicated below in Section 14

For the BAFO, the proposer shall not submit a complete proposal. Where changes to the proposal are required in order to respond to changes in the specification, the Proposer shall submit changed pages only. Proposer shall indicate exactly where in the proposal the changed pages are to be exchanged or added. Each BAFO page shall be suitable (punched holes) for replacement or addition to the existing pages.

3. TECHNICAL CHARACTERISTICS

Each technical proposal shall provide, but not be limited to, the information requested below. Where appropriate, supply detail and installation drawings:

A. External and chassis dimensions and layouts

- 1) Supply the following exterior views: left side, right side, front, rear, and roof.
- 2) Supply a turning envelope diagram, including rear corner swing out.
- 3) Supply dimensional diagram of hoisting, jacking and towing points.
- 4) Supply a right side and top view layout of the chassis, showing the locations of major sub-systems.
- 5) Supply installation and detail design drawings for the front and rear suspensions, propulsion system, and driveline.

B. Internal Dimensions and Layout

- 1) Supply plan in left and right elevations of proposed seating, stanchion and handrail layout. The seat spacing, aisles, front platform, and tie-down areas should be dimensioned. Supply aisle width between front and rear wheelhouses, hip to knee distance for all forward-facing seating, correct stepwell dimensions, location of modesty panels and location of driver's wrap-around barrier and driver's seat. Note locations of any floor slopes and the amount of slope in percent grade. It is strongly preferred that the plan view and left and right elevations are shown on an 11 x 17 inch drawing.
- 2) Supply a dimensioned plan view of wheelchair tie down locations and the turning diagram of the ADA mobility aid device moving from the raised ramp through the front platform area to the area between the front wheelhouses.
- 3) Provide a drawing of ramp showing width at the platform, length between the raised barriers, height of the barriers, slope of the ramp (kneeled), and total deployed distance from the side of the bus.
- 4) Provide a drawing clearly showing the wheelchair maneuvering room in as much detail as shown in Attachment 11, Vol. 2. See also Section 3.7.5.1, Maneuvering Room of the Technical Specifications – Vol. 2.

C. Overall Vehicle Requirements

- 1) Provide information on how the vehicle will be compliant with California Code of Regulations, Title 13, Section 1956.1 at the time of delivery to SFMTA.
- 2) Discuss design features that address the issue of wheelchair access in general.

- 3) What steps have been taken to keep the weight on the axles as low as possible?
- 4) Provide information on the weight distribution between the front and rear axles.
- 5) How are reflections in the windshield effectively eliminated for the driver? The explanation must include detailed information on interior reflections, night glare etc.
- 6) Discuss measures taken to minimize interior and exterior noise; note specific measures used to quiet the engine, motor, and other propulsion sub-systems; if the bus will be noticeably quieter than specified, supply test results on a nearly identical bus and the testing procedures for evaluation by SFMTA.
- 7) Provide data on the expected sound level in the passenger area when bus is operating including noise from ventilating fans.
- 8) CARB certification – Proof or plan.
- 9) Wheelchair Ramp.

D. Performance Curves

- 1) Supply coach performance curves and data, indicating time, distance, speed, acceleration, complete engine and motor usage (second by second) and energy storage system state of charge (during the entire set of performance runs) for a coach at the load referenced in Section 1.3 of the Technical Specification-Volume 2 for 0%, 5%, 10% and 16% grades.
- 2) Supply coach performance curves and data for the speed reduction operation of the regenerative braking system for the grades and load required in D.1 above. Include specific second by second data showing regenerative electrical power captured.
- 3) Discuss how the gear ratios (motor, rear axle, and any other gear ratio transfer device) have been selected for optimal performance in San Francisco and designed for maximum life.

E. Vehicle Structure

- 1) Describe the type of bus structure used.
- 2) What materials will be used to construct the bus including chassis or frame, side sheets, roof sheets and end caps.
- 3) Describe where riveting, arc welding and resistance welding will be used in the bus construction.
- 4) What is used for interior paneling and how is it retained?

- 5) Show how the design of the wheelwells meets specification requirements. Provide plan and side views of all wheelwells.
- 6) Describe the thermal and sound insulation used in the roof and sidewalls.
- 7) How does the design of the bus and its components preclude resonant vibrations?
- 8) Explain how the design of the bus meets the requirements for fatigue life?
- 9) If fiberglass wheel housing is proposed, explain how they are shielded from heat generated by the braking systems.
- 10) Explain how the requirements for corrosion resistance are met.
- 11) Describe preparations for painting, all filler and primers used and topcoat application.
- 12) Where is the radio compartment and, if it is not inside, why not?
- 13) Describe provisions and methods for towing and lifting the bus from either end. Describe hoisting and jacking points.

F. Furnishings

- 1) How are the door edges sealed to keep water and drafts out of the bus?
- 2) Describe the thickness and quality of all windows glass used.
- 3) Explain how window hardware is non-corroding.
- 4) Describe accessibility of the windshield wiper motor and washer equipment.
- 5) Describe the design of the interior lighting system, including compatibility of ballasts and lamps.
- 6) Which exterior lamps do you prefer to use and why?
- 7) Where is the rear route number sign located and how is maintenance accessibility accomplished?
- 8) Describe outside access panels, including opening assists, latches and corrosion proof features.
- 9) Describe all floor hatches, their latches and the treatment of the opening in the floor?
- 10) Describe the design effort to ensure maximum readability of the LED signs by intending passengers. Show how a 60 inch (152.4 cm) tall person can easily read the front and side signs while standing 36 inches (91.4 cm) away from the bus at various angles to the vertical centerline of the bus.
- 11) Describe the details of the passenger signal system.
- 12) To what extent are flush mounted exterior lights utilized, and where?

G. Driver's Station and Controls

- 1) Detail the design that has gone into making the driver's station a safe, comfortable place to work with controls within easy reach. Detail where hybrid-electric system controls differ from conventional bus controls.
- 2) Provide fully dimensioned plan and elevation drawings of the driver's station, meeting SFMTA's requirements, that you plan to supply; include the barrier, seat, steering column, pedals, dashboard and side console, windows, visors, and shades.
- 3) Supply a drawing of the driver's window.
- 4) How will the exterior and interior mirrors proposed meet the specification requirements?
- 5) Describe locations for mounting radio equipment in the driver's station.

H. Chassis

- 1) How are all engine accessories driven?
- 2) Describe accessibility of engine accessories and routinely serviced engine components.
- 3) Describe the cooling system including accessibility for radiator, charge air and oil cooler cleaning.
- 4) Describe all propulsion system removal procedures (engine, generator, motor, batteries, etc.).
- 5) What type of air actuated disc brake system is supplied?
- 6) Describe the operation of the parking and emergency brake and the hill holder
- 7) Describe the propulsion system mounting and the methods and materials used to isolate vibrations from the propulsion system.
- 8) Describe the hydraulic pumps and their transit experience.
- 9) How will the heating and ventilation system meet the specification requirements?
- 10) What are the components of the heating and ventilating system and how have they been designed for long operation and low maintenance?
- 11) Describe the driver's heater and demister.
- 12) Describe the design of the ramp and its integration into the bus structure
- 13) Describe the driver's heater and demister.

14) Describe the design of the ramp and its integration into the bus structure

NOTE: SFMTA has operational and liability concerns with ramp angles during the wheelchair loading & unloading process due to the high number of stop locations in the service area without curbs. The proposer needs to address the ramp angle and how it can be minimized to reduce the chances of wheelchair rollback / roll over.

15) Explain how the bus suspension is designed, and how it is suitable for and proven in transit service.

16) Describe the vehicle maximum load allowance.

17) Supply component manufacturers' information on required lubrication, fuel and coolant products for the following:

- a. Engine - oil, fuel, coolant
- b. Motor - lubrication and coolant
- c. Generator – lubrication and coolant system
- d. Batteries or capacitors – coolant system
- e. Differential - oil
- f. Power steering - oil
- g. Lift/ramp - Lubricant
- h. Chassis - grease
- i. Front wheel bearings - lubrication

I. Electrical

- 1) Describe in detail the low voltage wiring system including wire type, terminations, terminal boards, multiple pin connectors, shielding for RFI/EMI, wire numbering methods, overload protection, and insulation color codes.
- 2) Describe in detail the high voltage wiring system (with inclusions such as in item 1, above) with special emphasis on safety features. Specifically detail any operational or maintenance activity that could pose a higher than normal safety risk.
- 3) Describe the operation of the propulsion and regenerative braking system.
- 4) Describe in detail the energy storage system.
- 5) Describe how the overall electrical system has been designed to be modular, reliable, easily maintainable, and safe to operate.
- 6) Describe in detail the function of the multiplex wiring system.
- 7) Explain how electrical and electronic noise has been minimized.
- 8) Describe any components that will not meet the illustrated parts manual requirements in Section 9.2.3 of the Technical Specifications-Volume 2.

- 9) Explain how the bus electric, electrical, and control systems are diagnosed and explain any self-diagnostic capability.

J. Materials

- 1) Describe any material, which could produce toxic smoke or gases during collision repair.
- 2) Describe your experience in supplying materials, which meet the requirements of Section 1.15 and 7.1 of the Technical Specifications-Volume 2.
- 3) Are you proposing any materials, which do not meet the requirements of Section 7.1.1, Hazardous Materials, of the Technical Specifications-Volume 2? If so explain why.
- 4) Are you proposing any materials, which do not meet the requirements of Section 7.1.2, Consumables, of the Technical Specifications-Volume 2? If so explain why.
- 5) How have electrical wire and cable insulation been selected to minimize fire and toxic smoke hazards?

K. Engine

- 1) Provide a description of the engine offered in your proposal.
- 2) Provide technical data and other supporting documentation for engine performance with emphasis on hybrid system integration.
- 3) Provide technical data and other supporting documentation to demonstrate the performance of the engine in the following areas: emissions (CARB certification), audible noise, vibration, and reliability.
- 4) Explain any engine recalls or re-design performed by the engine manufacturer within the last five years.
- 5) Provide a summary of current or planned transit applications for the engine. If current transit use is limited, provide a summary of current usage outside the transit industry.
- 6) Describe any problems the engine has experienced and how they were handled.
- 7) Describe how the engine system will comply with anticipated laws regulating the amount of time an engine idles.

4. CERTIFICATION, TEST RESULTS, DISCLOSURE, AND DEMONSTRATION

A. CARB Certification

Supply detailed documentation on compliance with California Code of Regulations, Title 13, section 1956.1. This should include a detailed certification plan (1-party or 2-party certification), including recent testing and emissions data supporting the plan(s). CARB Executive Orders certifying the propulsion systems should also be provided to SFMTA on vehicle delivery (including prototype).

B. Strength Requirement

Supply certification that the proposed vehicle meets all of the requirements of the baseline advance design coach strength requirements in Section 2.1 of the Technical Specifications-Volume 2. The certification must state the dates of compliance testing. SFMTA will consider these requirements satisfied if the Components that have been modified or added since that date have been tested and found to comply with those requirements.

C. Altoona Test Results

Supply a copy of the test report if the bus being proposed is identical or basically similar to a bus that has been tested in the FTA test program (ref: 49 U.S.C. 5323(c); 49 CFR Part 665. Supply a list of all coaches manufactured by the Proposer that have been tested at Altoona or are presently undergoing testing.

D. Structural Defect and Correction Disclosure

Any Proposer whose bus has been involved in a structurally related fleet defect (failures requiring replacement, repairs, retrofitting or design revisions on 10% or more of any bus order) at any transit property in the United States or outside of the US in the last five years shall submit the following information: a description of the failure; the results of a detailed investigation of the failure; a detailed structural analysis; and repair or re-design information, including any necessary finite element analysis of the complete structure to eliminate any defect on any part of the structure. All failures involving basic body structure, axles, and suspension are considered structurally related failures for the purposes of this paragraph.

Any investigations of such failures and any such structural analysis must have been completed by a reputable, independent transit industry consultant whose credentials are acceptable to SFMTA. The analysis shall not have been limited to the finite element modeling but shall have been confirmed by actual track testing with suitable time concentration to prove the capability of the modified structure to perform for 600,000 miles without further failure. Any engineering reports submitted to SFMTA shall be detailed and must include proof of accuracy of loads and other operating conditions.

E. Demonstration Bus

Please provide a recent production bus, if requested by City, for inspection by SFMTA in San Francisco for 10 working days. The bus would not be placed in revenue service. The bus should be the length and width and have the propulsion system, energy storage system, rear axle, and under body clearance configuration being proposed. It is strongly preferred that the engine, rear axle ratio and ramp be as specified. The demonstrator bus would be evaluated for maintenance accessibility, manufacturing and assembly quality control, drivability, wiring and

any other relevant features that can be determined from a bus built for another transit property. SFMTA may also request a performance test of the bus, consisting of an 85-passenger equivalent load on grades up to 21%. Proposers should include a one-page handout comparing bus features on the bus proposed to SFMTA with the corresponding bus features on the demonstration bus. If the City requests the demonstration bus, the bus should be able to negotiate all San Francisco bus routes, with only the tires making contact with the ground.

5. REPAIR, SUPPORT AND WARRANTY INFORMATION

A. Mean Repair Times

Identification of the mean repair times for all routine maintenance activities, including preventative maintenance (P.M.) inspections, brake relining, small component replacement, and all other frequently required maintenance tasks.

B. Field Service Support

Supply a detailed description of the Proposer's field service and support network including Hybrid system support to be provided under this Contract. Include names, phone numbers, locations and size of territory.

The support described in Section 10.1.6 of the Technical Specifications-Volume 2 is a minimum; describe any additional service representative support to which the Proposer is willing to commit.

C. Parts Supply System

A description of the parts supply system for the bus, including locations of parts warehouses, percentage of parts routinely stocked in the U.S., and average time between receipt of parts order and shipment of order.

Describe your parts ordering procedure, including any "coach down" or emergency procedures and the availability of parts storage locally during the warranty period.

Are bar coded parts available now? If not, when?

D. Warranty Processing System

A description of the Proposer's warranty processing system including a sample claim form acceptable to the Proposer.

6. MANAGEMENT APPROACH

This section of the proposal shall include the management approach and shall contain as a minimum the information indicated below.

A. Organization

Provide a proposed organizational chart showing key individuals, including the project manager and their authority and responsibility.

B. Schedules

The baseline CPM schedule shall provide design, prototype, and production coach schedules showing the key milestones listed in the following sections:

- 1) Section 7 (Payments), of Sample, Agreement, (Section V, Vol. 1)
- 2) Section 67 (Deliveries), of Sample Agreement (Section V, Vol. 1)
- 3) Section 13 (Delivery Schedule), of Technical Specifications)Vol. 2)

The baseline CPM shall be formatted as a bar chart by week, beginning with Notice to Proceed and ending with delivery of the last bus. Include SFMTA review periods for submittals, prototype testing, and acceptance testing. The sheet shall be no larger than 11 inches × 17 inches.

C. Approach to Work

Provide a description of where and how the work will be carried out. Provide a description that will describe the manner in which the three types of coaches will be coordinated from design review through final coach delivery.

7. TECHNICAL PROPOSAL WORKSHEET, FOLLOW-UP SERVICE WORKSHEET, AND DELIVERY SCHEDULE WORKSHEET

The Technical Proposal Worksheet, Follow-up Service Worksheet, and Delivery Schedule Worksheet included in Appendix B-Volume 1 RFP shall be completed in their entirety.

8. PAST EXPERIENCE

This section of the proposal shall describe the relevant experience of the Proposer in the manufacture of 30-ft, 40-ft and 60-ft Low Floor Hybrid-Electric Diesel Coaches. Proposers provide the following information:

- A. the type of ownership, number of years the firm has been in business under the present business name (and any other prior names) and the number of years of experience in manufacturing Hybrid-Electric Diesel Coaches;
- B. List all new transit coach contracts for the past five years, including customer, type of vehicle and scope of work, quantity, major vendors, brief description of the vehicle (dimensions, capacities, features, etc.), contractual delivery schedule, actual delivery schedule, contractual price and final price;
- C. Audited financial statements for the last three years, as well as Dunn & Bradstreet ratings and any other rating received by rating agencies ;
- D. A listing of all of Proposer's projects during the last 10 years where the Proposer was terminated for unsatisfactory performance, the Proposer's work was the subject of claims or litigation, or the Proposer was required to pay liquidated damages. For each, include a brief statement describing the circumstances and provide the name of a customer contact with a telephone number;

9. REFERENCES

The Proposer shall provide five customer references to demonstrate that similar work has been successfully performed in the past. Each referenced project shall have:

- A. Customer's name, address, and telephone number of a current client employee who is familiar with the Proposer's work;
- B. If the customer is overseas, an employee who can speak English shall be provided as the reference.

10. QUALITY ASSURANCE

The Proposer shall provide the following quality assurance documentation:

- A. Recent quality assurance program plan and ISO 9000 certification status;
- B. List of internal quality assurance documents and excerpts of relevant sections;
- C. Quality assurance documents and excerpts relevant to evaluation of subcontractors and/or sub-suppliers;
- D. Forms used on the production line to record and track quality problems.

In addition, provide answers to the following:

- E. The vehicles shall be designed to meet the service goal for a Mean Distance Between Failures (MDBF) of 10,000 miles. Explain how the 10,000 miles between failures can realistically be reached.
- F. Describe in-plant quality assurance organization and procedures.
- G. Describe how welders in the bus assembly plant are certified.
- H. Describe the testing program to ensure quality welds.
- I. Detail how any off-site welding is inspected and tested.
- J. Describe the coach water tightness test method and procedure.

11. TRAINING AND PUBLICATIONS

For the contract deliverables listed below, the Proposer shall provide the following information:

A. Training

Provide a brief description of your training program plan based upon the training section (Section 9.1 of the Technical Specifications-Vol. 2). Include a brief description of what will be provided for the Interactive Multimedia Training as described in Section 9.1.10 of the Technical Specifications-Vol. 2.

B. Maintenance and Operations Manuals

Provide a brief description of the manuals and the format used based upon Section 9.2 of the Technical Specifications-Volume 2. Include a brief description of what will be provided for the computerized maintenance management system as described in Section 9.2.9 of the Technical Specifications-Volume 2. Include excerpts from current manuals to give SFMTA an indication of your capabilities. Supply a proposed delivery schedule, keyed to bus deliveries, for all manuals. Describe how manuals and their updates will be conveyed to SFMTA through on-line capability.

12. WHOLE LIFE CYCLE COSTS

Describe the Proposer's approach to providing SFMTA the best benefit in whole life cycle costs for the Diesel Hybrid Buses. Include Proposer's experience with whole life cycle costing in the explanation. Projected costs shall be included in a Whole Life Cycle Cost Worksheet provided by the proposer.

13. TECHNICAL SPECIFICATION EXCEPTIONS

The Proposer shall identify proposed exceptions to the Technical Specifications. This shall be done in the following manner:

- A. Number each proposed exception sequentially, starting with Proposed Technical Exception #1;
- B. Identify the reason that an exception is proposed;
- C. Provide an explanation of benefits to SFMTA for such an exception;
- D. Provide a suggested change to the wording of the Technical Specifications;
- E. Include the estimated cost difference between City's Technical Specification and your proposed technical specification exception(s).

Exceptions shall be provided by displaying a copy of the section of the Technical Specifications on a sheet of paper; circling the portion to which exception is being taken; and then addressing the items noted above.

PROPOSERS SHALL NOT SUBMIT TECHNICAL SPECIFICATION EXCEPTIONS as part of the BAFO. Proposer's BAFO submittals must be fully compliant with the contract documents including all Addenda.

14. PROPOSED EQUALS

The proposer shall identify proposed equals to the Technical Specifications-Volume 2. This shall be done in the following manner:

- A. Number each proposed equal sequentially, starting with Proposed Equal #1;
- B. Identify the reason for the proposed equal;

- C. Provide an explanation of benefits to SFMTA for the proposed equal.
- D. Provide a suggested change to the wording of the Technical Specifications;
- E. Include the estimated cost difference between the City's specified material and your proposed material(s).

Equals shall be provided by displaying a copy of the section of the Technical Specification on a sheet of paper, circling the portion to which an equal is being proposed, and then addressing the items noted above.

PROPOSERS SHALL NOT SUBMIT PROPOSED EQUALS as part of the BAFO. Proposer's BAFO submittals must be fully compliant with the contract documents including all Change Notices.

15. SOLE BID EVALUATION / PRICE PROPOSAL EXTENSION

In the event there is a single proposal which qualifies for this procurement, resulting in a sole source procurement consideration, SFMTA will exercise the right to extend the proposed pricing an additional ninety days. This allows for further investigation of the proposal and justification for proceeding with a sole source procurement.

**TECHNICAL PROPOSAL SIGNATURE PAGE
FOR THE PROCUREMENT OF 30-FT, 40-FT AND 60-FT
LOW FLOOR DIESEL HYBRID COACHES**

Date: _____

City and County of San Francisco
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
700 Pennsylvania Ave., San Francisco, CA 94107

Attention: Enoch Chu, Project Administrator

This Technical Proposal is submitted by: _____

Business Address: _____

Telephone Number: _____

The undersigned, as Proposer, declares that the only persons interested in the proposal as Principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; and that this Proposer has received and has carefully examined the contract documents on file with and available from the San Francisco Municipal Transportation Agency, as specified in the Request for Proposals.

Proposer agrees if this proposal is accepted, to enter into said contract with the City and County of San Francisco (hereinafter called "City"), which contract documents are understood by Proposer, following Notice of Intent to Award

Proposer agrees to provide the required bonds and/or letters of credit and insurance documents following Notice of Award of the contract.

Proposer hereby agrees to fabricate and sell Diesel Hybrid Coaches to the City in accordance with the terms of said contract documents.

It is understood and agreed that Proposer shall, subsequent to proposal opening, promptly furnish information deemed pertinent by the City regarding any article, component, or service required hereunder which Proposer proposes to furnish.

Proposer agrees to maintain the Technical Proposal in effect for 180 calendar days from the date of submission.

Failure to acknowledge receipt of Addenda may be cause for rejection.

Proposer acknowledges receipt of Addenda:

Number	Date

If the proposal is made by an individual it shall be signed by him or her and if he or she is doing business under a fictitious name the proposal shall so state. If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof. If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers. In addition, a certified copy of the corporate resolution authorizing said officer or officers (by name) to execute the proposal should be attached thereto. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the proposal shall be signed by each partner of the joint venture.

Signature: _____
Name (Typed): _____
Title: _____

Signature: _____
Name (Typed): _____
Title: _____

Signature: _____
Name (Typed): _____
Title: _____

FOR PROPOSER’S USE
Reference Part III –Technical Proposal

Have you submitted the following? □

Cover Letter	
Table of Contents	
I. Signature Page (Pages 29 and 30 of Part III Technical Proposal of this RFP)	
II. Technical Characteristics Items 3A through 3K as indicated in Section 3, RFP, III Technical Proposal	
III. Certification, Test Results, Disclosure, and Demonstration Items 4A through 4E as indicated in Section 4, RFP, III Technical Proposal	
IV. Repair, Support and Warranty Information Items 5A through 5D as indicated in Section 5, RFP, III Technical Proposal	
V. Management Approach Items 6A through 6C as indicated in Section 6, RFP, III Technical Proposal	
VI. Completed Technical Proposal Worksheets, Follow-Up Service Worksheets, and Delivery Schedule Worksheets (see Appendix B of this RFP)	
VII. Past Experience Items 8A through 8E as indicated in Section 8, RFP, III Technical Proposal	
VIII. References Items 9A and 9B as indicated in Section 9, RFP, III Technical Proposal	
IX. Quality Assurance Items 10A through 10J as indicated in Section 10, RFP, III Technical Proposal	
X. Training and Publications Items 11A and 11B as indicated in Section 11, RFP, III Technical Proposal	
XI. Whole Life Cycle Costs Information as indicated in Section 12, RFP, III Technical Proposal	
XII. Technical Specification Exceptions Items 13A through 13E as indicated in Section 13, RFP, III Technical Proposal	
XIII. Proposed Equals Items 14A through 14E as indicated in Section 14, RFP, III Technical Proposal	

NOTE:

The Checklist is to assist you in the preparation of the proposals; however, it is not a guarantee that your bid is complete or responsive, even if all elements of the checklist are completed.

IV. PRICE PROPOSAL

FOR THE PROCUREMENT OF 30-FT, 40-FT AND 60-FT LOW FLOOR DIESEL HYBRID COACHES

1. GENERAL REQUIREMENTS

A. Number of Copies

Proposer shall provide four (4) bound copies and one (1) original unbound copy (Master – suitable for reproduction) of the Price Proposal.

B. Language and Units of Currency

Proposals shall be in the English language. All prices shall be in U.S. dollars, and shall be the total price delivered F. O. B. to the destinations set forth in Volume 1. Part V, Agreement.

C. Clarity and Completeness

Proposals shall be made on the forms provided, and shall be typewritten or clearly written in ink. All blank spaces on the forms shall be filled in. No erasures shall be permitted. The City will not be obligated to expend extraordinary effort if the proposal is unclear, difficult to assess, and/or incomplete. Such proposals may be classified unacceptable.

2. FORMAT AND CONTENT

Each Proposal shall be organized and numbered as indicated below. Dividers shall be included in each copy (except the one (1) original unbound master copy – suitable for reproduction) to separate each section of the proposal.

Table of Contents

- I. Signature Page (Page 45 and 46)
- II. Schedule of Prices for the coaches being proposed (Schedule 1, 1.1, 2, 2.1, 3 and 3.1)
- III. Spare Parts List (Schedule 1A, 2A and 3A)
- IV. Special Tools (Schedule 1B, 2B and 3B)
- V. Questionnaire on Recruitment, Hiring and Training Practices (see Appendix D)
- VI. Certifications - Buy America, Business Tax Certificate Requirement/Declaration and Nondiscrimination in Contracts and Benefits/Chapter 12B Declaration as included in Appendix A, and the Transit Vehicle Manufacturers Certification of Compliance with 49 CFR Part 26, as indicated in Appendix D.
- VII. Commercial Exceptions - Items 3A through 3C as indicated in Section 3 below.

A proposal bond (bid bond), cashiers or certified check, or money order in the amount of \$250,000.00 must accompany the proposer's primary Price Proposal. If a second price proposal is submitted, insert a copy of the proposal bond (bid bond), cashier's or certified check, or money order (see appendix C).

3. COMMERCIAL TERMS AND CONDITIONS EXCEPTIONS

The Proposer shall specifically identify any proposed exceptions to the Commercial Terms and Conditions. This shall be done in the following manner:

- A. Number each proposed exception sequentially, starting with Proposed Commercial Exception #1;
- B. Identify the reason that an exception is proposed;
- C. Provide a suggested change to the wording of the Commercial Terms and Conditions.

Exceptions shall be provided by displaying a copy of the section of the Commercial Terms and Conditions on a sheet of paper, circling the portion to which exception is being taken, and then addressing the items noted above.

**PRICE PROPOSAL SIGNATURE PAGE
FOR THE PROCUREMENT OF 30-FT, 40-FT AND 60-FT
LOW FLOOR DIESEL HYBRID COACHES**

Date: _____

City and County of San Francisco
San Francisco Municipal Transportation Agency
700 Pennsylvania Avenue
San Francisco, CA 94107
Attention: Enoch Chu, Contract Administrator

This Price Proposal is submitted by: _____

Business Address: _____

Telephone Number: _____

The undersigned, as Proposer, declares that the only persons interested in the proposal as Principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; and that this Proposer has received and has carefully examined the contract documents on file with and available from the San Francisco Municipal Transportation Agency, as specified in the Request for Proposals.

Proposer agrees if this Proposal is accepted, to enter into said contract with the City and County of San Francisco (hereinafter called "City"), which contract documents are understood by Proposer. Proposer shall include unit prices and total prices as indicated for the items shown on Schedules 1, 1.1, 2, 2.1, 3 and 3.1 of the Schedule of Prices, as applicable. Proposer shall also include unit prices and total prices as indicated for Spare Parts and Special Tools on Schedules 1A, 1 B, 2A, 2B, 3A and 3B, as applicable.

Proposer agrees to furnish items listed below to the City in accordance with the terms of said contract documents at the prices listed below.

A proposal bond (bid bond), cashiers or certified check, or money order in the amount of \$250,000.00 is attached hereto as a proposal bid security.

It is understood and agreed by this Proposer that, should its proposal be accepted and award made to it and Proposer fails or refuses to furnish the required bonds and insurance certificates within 20 days after receiving notice from the San Francisco Transportation Agency (SFMTA) to file such documents, or fails or refuses to properly

execute and return the Agreement, the Agency may, at its option, determine that this Proposer has abandoned its proposal. Thereupon, the award of said contract to this Proposer shall be null and void, and the full principal amount of the proposal bond (bid bond) shall be payable to the City and County of San Francisco (or the cashier's or certified check or money order accompanying its proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by the City as partial liquidated damages for failure of such Proposer to properly execute the Agreement or file the documents herein required. The foregoing in no way limits the damages, which are recoverable by the City whether or not, defined elsewhere in the contract documents.

It is understood and agreed that Proposer shall, subsequent to proposal opening, promptly furnish information deemed pertinent by SFMTA regarding any article, component, or service required hereunder which Proposer proposes to furnish.

Proposer agrees to maintain the Price Proposal in effect for 180 calendar days from the date of submission.

Failure to acknowledge receipt of Addenda may be cause for rejection.

Proposer acknowledges receipt of Addenda:

Number	Date

If the proposal is made by an individual, it shall be signed by him or her and if he or she is doing business under a fictitious name the proposal shall so state. If the proposal is made by a partnership, the full name and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof. If the proposal is made by a corporation, it shall be signed in the corporate name, by an authorized officer or officers. In addition, a certified copy of the corporate resolution authorizing said officer or officers (by name) to execute the proposal should be attached thereto. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the proposal shall be signed by each partner to the joint venture.

Signature: _____

Name (Typed): _____

Title: _____

Signature: _____

Name (Typed): _____

Title: _____

Signature: _____

Name (Typed): _____

Title: _____

**SCHEDULE 1 - SCHEDULE OF PRICES
30-FT LOW FLOOR SERIES DIESEL HYBRID COACHES**

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See Section 10 of Part V - Sample Agreement regarding other taxes and governmental charges). All bid item prices shall be accurate reflections of the bid items proposed.

No.	Qty.	Description	Unit Price	Total Price
1.	30	Option for 30 30-ft Low Floor Series Diesel Hybrid Coaches in year 2019	\$	\$
2.	Per Schedule 1A	Spare Parts for 30-ft Low floor Diesel Hybrid coaches (from Schedule 1A)	\$	\$
3.	Per Tech Spec Attachment 14	Training for 30-ft Low Floor Diesel Hybrid Coaches	\$	\$
4.	Per Section 9 of Tech Spec	Interactive Multimedia Training for 30-ft Low Floor Diesel Hybrid Coaches (Section 9.1.10 of the Technical Specifications)	\$	\$
5.	Per Section 9 of Tech Spec	Operating, Maintenance and Parts Manuals for 30-ft Low Floor Diesel Hybrid Coaches	\$	\$
6.	Per Schedule 1B	Special Tools for 30-ft Low Floor Diesel Hybrid Coaches (from Schedule 1B)	\$	\$
Basis of Award (Items 1 through 6)			Grand Total	\$

**SCHEDULE 1.1 - SCHEDULE OF PRICES
30-FT LOW FLOOR PARALLEL DIESEL HYBRID COACHES**

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See Section 10 of Part V - Sample Agreement regarding other taxes and governmental charges). All bid item prices shall be accurate reflections of the bid items proposed.

No.	Qty.	Description	Unit Price	Total Price
1.	30	Option for 30 30-ft Low Floor Parallel Diesel Hybrid Coaches in year 2019	\$	\$
2.	Per Schedule 1A	Spare Parts for 30-ft Low floor Diesel Hybrid coaches (from Schedule 1A)	\$	\$
3.	Per Tech Spec Attachment 14	Training for 30-ft Low Floor Diesel Hybrid Coaches	\$	\$
4.	Per Section 9 of Tech Spec	Interactive Multimedia Training for 30-ft Low Floor Diesel Hybrid Coaches (Section 9.1.10 of the Technical Specifications)	\$	\$
5.	Per Section 9 of Tech Spec	Operating, Maintenance and Parts Manuals for 30-ft Low Floor Diesel Hybrid Coaches	\$	\$
6.	Per Schedule 1B	Special Tools for 30-ft Low Floor Diesel Hybrid Coaches (from Schedule 1B)	\$	\$
Basis of Award (Items 1 through 6)			Grand Total	\$

**SCHEDULE 1A
SPARE PARTS LIST FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

If any item does not apply to your proposal please indicate “not applicable.”

Parts described as “assembly” shall be shipped with all parts for complete assembly but not assembled. Parts described as “Complete” shall be shipped with all parts fully assembled.

No.	Qty.	Unit	Description	Unit Price	Total Price
1.	4	Each	Engine, Complete (includes controls and wiring harness)	\$	\$
2.	4	Set	Propulsion System Generator and Drive Motor	\$	\$
3.	2	Each	Exhaust After-treatment Devices	\$	\$
4.	2	Each	Power Control System (PCS)	\$	\$
5.	2	Each	Propulsion System Wiring Harness	\$	\$
6.	2	Each	Engine Radiator, Complete with Tank(s)	\$	\$
7.	4	Each	Differential Carrier, Complete	\$	\$
8.	4	Each	Read Axle Housing Assembly	\$	\$
9.	10	Set	Front Brake Axle Set	\$	\$
10.	10	Set	Read Brake Axle Set	\$	\$
11.	2	Set	Heater/Defroster, Complete with Resistors, Motors and fans for the Entire Coach	\$	\$
12.	4	Each	Power Steering Pump, Complete	\$	\$
13.	4	Each	Alternator, Complete	\$	\$
14.	4	Each	Electric Starter System, Assembly	\$	\$
15.	4	Each	Turbocharger, Engine	\$	\$
16.	4	Each	Pump, Fuel Injection	\$	\$
17.	1	Each	Fuel Tank	\$	\$
18.	4	Each	Water Pump	\$	\$
19.	4	Each	Air compressor	\$	\$
20.	4	Set	Windshield (left and right)	\$	\$
21.	2	Set	Operator's Side Window (both sliding sections)	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
23.	1	Set	Door Panels (coach set)	\$	\$
24.	1	Set	Door Operator (coach set)	\$	\$
25.	1	Set	Door cylinder, Complete (coach set)	\$	\$
26.	1	Set	Passenger Side Window (coach set)	\$	\$
27.	30	Each	Wheels	\$	\$
28.	2	Set	Destination Signs, Complete (units for front, side, rear and run number signs and controls) (coach set)	\$	\$
29.	2	Set	Wheelchair ramp, Complete (less weldments to mount ramp to bus)	\$	\$
30.	20	Set	Headlight (coach set)	\$	\$
31.	20	Set	Reflectors (coach set)	\$	\$
32.	20	Set	Stop, Tail and Backup Light (coach set)	\$	\$
33.	25	Set	Exterior Mirror (coach set)	\$	\$
34.	1	Set	Operator Console Gauges and Switches (coach set)	\$	\$
35.	1	Set	Passenger Seat, Complete (coach set)	\$	\$
36.	1	Set	Passenger Seat Inserts (coach set)	\$	\$
37.	3	Each	Operator Seat	\$	\$
38.	6	Each	Back Cushion, Operator Seat	\$	\$
39.	6	Each	Seat Cushion, Operator Seat	\$	\$
40.	5	Set	Windshield Wiper, Complete with motor, shaft, linkage, mounting bracket and arms	\$	\$
41.	1	Set	Interior Panels with Trim Strips (coach set)	\$	\$
42.	10	Set	Exterior Skirt Panels (coach set)	\$	\$
43.	1	Set	Handrails and Stanchions (coach set)	\$	\$
44.	1	Set	Fender, rubber (coach set)	\$	\$
45.	1	Set	Bumper, Complete (coach set)	\$	\$
46.	4	Each	Steering Gearbox	\$	\$
47.	6	Set	Hub, Axle (coach set)	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
48.	5	Each	Booster Pump	\$	\$
49.	10	Set	Radius Rod (coach set)	\$	\$
50.	10	Set	Electric, Pneumatic and Hydraulic Valves	\$	\$
51.	6	Each	Amplifier, Public Address Systems	\$	\$
52.	6	Each	Microphone, Public Address System	\$	\$
53.	6	Each	Operator Display Keyboard (ODK)	\$	\$
54.	4	Each	Cooling Fan	\$	\$
55.	2	Set	Polycarbonate Panels (Anti-Vandalism) (coach set)	\$	\$
56.	2	Set	Voice Annunciate System, Complete (coach set)	\$	\$
Grand Total					

NOTES:

1. Enter Grand Total as Item #2 on the Schedule of Prices (Schedule 1 and Schedule 1.1) for 30-Ft Low Floor Diesel Hybrid Coaches.
2. Manufacturer will certify exchange on a one for one basis of unused items listed as 1 through 56 in the event they are superseded with advanced components rendering those provided as part of this contract obsolete or under-rated.
3. Manufacturer will recommend the quantity for Items, dependent on the technology utilized, if SFMTA's selected quantities are incorrect.

**SCHEDULE 1B
SPECIAL TOOLS FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

If any item does not apply to your proposal please indicate “not applicable.”

No.	Qty.	Unit	Description	Unit Price	Total Price
1.	6	Lots	Field Tester, Electrical Assemblies (Section 1.16.2 of the Technical Specifications – Volume 2)	\$	\$
2.	3	Lots	Shop Tester, Electrical Assemblies (Section 1.16.2 of the Technical Specifications – Volume 2)	\$	\$
3.	3	Lots	Towing Adapter (Section 2.1.5 of the Technical Specifications – Volume 2)	\$	\$
4.	22	Lots	Hoisting Adapter (Section 2.1.6 of the Technical Specifications – Volume 2)	\$	\$
5.	3	Lots	Wheelchair Ramp Maintenance Controller (Section 3.6.2 of the Technical Specifications – Volume 2)	\$	\$
6.	4	Lots	Destination Signs Programming Package (Section 3.10.9 of the Technical Specifications – Volume 2)	\$	\$
7.	2	Lots	Voice Annunciator Programming Workstation, Recording Station and Data Collection Tool Package (Section 3.11.2 of the Technical Specifications – Volume 2)	\$	\$
8.	1	Lots	Surveillance Camera system Viewing Station, (Section 3.13.8 of the Technical Specifications – Volume 2)	\$	\$
9.	1	Lots	Surveillance Camera System Special Tools (Section 3.13.2 of the Technical Specifications)	\$	\$
10.	2	Sets	Engine diagnostic Reader and Rebuild Special Tools (Section 6.4 & 9.3 of the Technical Specifications – Volume 2) (coach set)	\$	\$
11	4	Sets	ABS Brakes Diagnostic Software (Section 5.3.7 of the Technical Specifications – Volume 2) (coach set)	\$	\$
12	4	Sets	Fire Suppression System Testing Kit (Section 5.11 of the Technical Specification – Volume 2) (coach set)	\$	\$
13	6	Lots	PLC System, Laptop Programmer and Maintenance Reader (Section 7.9 of the Technical Specifications – Volume 2)	\$	\$
14	2	Lots	Powerplant dolly including ESS, ramp and equipment box dolly (Section 11.6.1 of the Technical Specifications – Volume 2)	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
15	4	Each	Automatic Passenger Counter diagnostic tools and software required for service (Section 3.18 of the Technical Specifications)	\$	\$
16	4	Sets	Wireless, Onboard Diagnostic Communication Sending Unit (to be used for real-time off sight engineering support) (coach set)	\$	\$
17	4	Each	ToughBook diagnostic Computers (to communicate with vehicle using wireless and/or plug-in diagnostic communication links)	\$	\$
18	6	Each	Latest data link handheld diagnostic devise capable of reading propulsion system and chassis maintenance data	\$	\$
19	4	Sets	Low Floor Axle Tool Kit (Section 5.1.1 of the Technical Specifications – Volume 2)	\$	\$
20	8	Each	Bus-mounted data recorder test, troubleshoot and repair equipment (Section 5.10 of the Technical Specifications)	\$	\$
21	4	Sets	Propulsion system diagnostic and specialty tool kit (Section 6.2 of the technical Specifications)	\$	\$
22	2	Each	Disc brake lathe and attachment fixture for SFMTA STAR machine to service the rotors on the vehicle	\$	\$
23	1	Sets	Propulsion System Generator Dolly (when required) (Section 11.6.1 of the Technical Specifications)	\$	\$
24	1	Sets	Propulsion System Motor Dolly (when required) (Section 11.6.1 of the Technical Specifications)	\$	\$
Grand Total				\$	\$

Enter Grand Total as Item #6 on the Schedule of Prices (Schedule 1 and Schedule 1.1) for 30-Ft Low Floor Diesel Hybrid Coaches.

**SCHEDULE 2 - SCHEDULE OF PRICES
40-FT LOW FLOOR SERIES DIESEL HYBRID COACHES**

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See Section 10 of Part V - Sample Agreement regarding other taxes and governmental charges) All bid item prices shall be accurate reflections of the bid items proposed.

No.	Qty.	Description	Unit Price	Total Price
1.	48	Option for 48 40-ft Low Floor Series Diesel Hybrid Coaches in year 2015	\$	\$
2.	Per schedule 2A	Spare Parts for 40-ft Low floor Diesel Hybrid coaches (from Schedule 2A)	\$	\$
3.	Per Tech Spec Attachment 14	Training for 40-ft Low Floor Diesel Hybrid Coaches	\$	\$
4.	Per Section 9 of Tech Spec	Interactive Multimedia Training for 40-ft Low Floor Diesel Hybrid Coaches	\$	\$
5.	Per Section 9 of Tech Spec	Operating, Maintenance and Parts Manuals for 40-ft Low Floor Diesel Hybrid Coaches	\$	\$
6.	Per Schedule 2B	Special Tools for 40-ft Low Floor Diesel Hybrid Coaches (from Schedule 2B)	\$	\$
7.	41	Option for 41 40-ft Low Floor Series Diesel Hybrid Coach in year 2016	\$	\$
8.	30	Option for 30 40-ft Low Floor Series Diesel Hybrid Coaches in year 2017	\$	\$
9.	36	Option for 36 40-ft Low Floor Series Diesel Hybrid Coaches in year 2018		
10.	45	Option for 45 40-ft Low Floor Series Diesel Hybrid Coaches in year 2019	\$	\$
Basis of Award (Items 1 through 10)			Grand Total	\$

**SCHEDULE 2.1 - SCHEDULE OF PRICES
40-FT LOW FLOOR PARALLEL DIESEL HYBRID COACHES**

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See Section 10 of Part V - Sample Agreement regarding other taxes and governmental charges) All bid item prices shall be accurate reflections of the bid items proposed.

No.	Qty.	Description	Unit Price	Total Price
1.	48	Option for 48 40-ft Low Floor Parallel Diesel Hybrid Coaches in year 2015	\$	\$
2.	Per schedule 2A	Spare Parts for 40-ft Low floor Diesel Hybrid coaches (from Schedule 2A)	\$	\$
3.	Per Tech Spec Attachment 14	Training for 40-ft Low Floor Diesel Hybrid Coaches	\$	\$
4.	Per Section 9 of Tech Spec	Interactive Multimedia Training for 40-ft Low Floor Diesel Hybrid Coaches	\$	\$
5.	Per Section 9 of Tech Spec	Operating, Maintenance and Parts Manuals for 40-ft Low Floor Diesel Hybrid Coaches	\$	\$
6.	Per Schedule 2B	Special Tools for 40-ft Low Floor Diesel Hybrid Coaches (from Schedule 2B)	\$	\$
7.	41	Option for 41 40-ft Low Floor Parallel Diesel Hybrid Coach in year 2016	\$	\$
8.	30	Option for 30 40-ft Low Floor Parallel Diesel Hybrid Coaches in year 2017	\$	\$
9.	36	Option for 30 40-ft Low Floor Parallel Diesel Hybrid Coaches in year 2018	\$	\$
10.	45	Option for 45 40-ft Low Floor Parallel Diesel Hybrid Coaches in year 2019	\$	\$
Basis of Award (Items 1 through 10)			Grand Total	\$

**SCHEDULE 2A
SPARE PARTS LIST FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

If any item does not apply to your proposal please indicate “not applicable.”

Parts described as “assembly” shall be shipped with all parts for complete assembly but not assembled. Parts described as “Complete” shall be shipped with all parts fully assembled.

No.	Qty.	Unit	Description	Unit Price	Total Price
1.	4	Each	Engine, Complete (includes controls and wiring harness)	\$	\$
2.	4	Set	Propulsion System Generator and Drive Motor	\$	\$
3.	2	Each	Exhaust After-treatment Devices	\$	\$
4.	2	Each	Power Control System (PCS)	\$	\$
5.	2	Each	Propulsion System Wiring Harness	\$	\$
6.	2	Each	Engine Radiator, Complete with Tank(s)	\$	\$
7.	4	Each	Differential Carrier, Complete	\$	\$
8.	4	Each	Read Axle Housing Assembly	\$	\$
9.	10	Set	Front Brake Axle Set	\$	\$
10.	10	Set	Read Brake Axle Set	\$	\$
11.	2	Set	Heater/Defroster, Complete with Resistors, Motors and fans for the Entire Coach	\$	\$
12.	4	Each	Power Steering Pump, Complete	\$	\$
13.	4	Each	Alternator, Complete	\$	\$
14.	4	Each	Electric Starter System, Assembly	\$	\$
15.	4	Each	Turbocharger, Engine	\$	\$
16.	4	Each	Pump, Fuel Injection	\$	\$
17.	1	Each	Fuel Tank	\$	\$
18.	4	Each	Water Pump	\$	\$
19.	4	Each	Air compressor	\$	\$
20.	4	Set	Windshield (left and right)	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
21.	2	Set	Operator's Side Window (both sliding sections)	\$	\$
23.	1	Set	Door Panels (coach set)	\$	\$
24.	1	Set	Door Operator (coach set)	\$	\$
25.	1	Set	Door cylinder, Complete (coach set)	\$	\$
26.	1	Set	Passenger Side Window (coach set)	\$	\$
27.	30	Each	Wheels	\$	\$
28.	2	Set	Destination Signs, Complete (units for front, side, rear and run number signs and controls) (coach set)	\$	\$
29.	2	Set	Wheelchair ramp, Complete (less weldments to mount ramp to bus)	\$	\$
30.	20	Set	Headlight (coach set)	\$	\$
31.	20	Set	Reflectors (coach set)	\$	\$
32.	20	Set	Stop, Tail and Backup Light (coach set)	\$	\$
33.	25	Set	Exterior Mirror (coach set)	\$	\$
34.	1	Set	Operator Console Gauges and Switches (coach set)	\$	\$
35.	1	Set	Passenger Seat, Complete (coach set)	\$	\$
36.	1	Set	Passenger Seat Inserts (coach set)	\$	\$
37.	3	Each	Operator Seat	\$	\$
38.	6	Each	Back Cushion, Operator Seat	\$	\$
39.	6	Each	Seat Cushion, Operator Seat	\$	\$
40.	5	Set	Windshield Wiper, Complete with motor, shaft, linkage, mounting bracket and arms	\$	\$
41.	1	Set	Interior Panels with Trim Strips (coach set)	\$	\$
42.	10	Set	Exterior Skirt Panels (coach set)	\$	\$
43.	1	Set	Handrails and Stanchions (coach set)	\$	\$
44.	1	Set	Fender, rubber (coach set)	\$	\$
45.	1	Set	Bumper, Complete (coach set)	\$	\$
46.	4	Each	Steering Gearbox	\$	\$
47.	6	Set	Hub, Axle (coach set)	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
48.	5	Each	Booster Pump	\$	\$
49.	10	Set	Radius Rod (coach set)	\$	\$
50.	10	Set	Electric, Pneumatic and Hydraulic Valves	\$	\$
51.	6	Each	Amplifier, Public Address Systems	\$	\$
52.	6	Each	Microphone, Public Address System	\$	\$
53.	6	Each	Operator Display Keyboard (ODK)	\$	\$
54.	4	Each	Cooling Fan	\$	\$
55.	2	Set	Polycarbonate Panels (Anti-Vandalism) (coach set)	\$	\$
56.	2	Set	Voice Annunciate System, Complete (coach set)	\$	\$
Grand Total					

NOTES:

1. Enter Grand Total as Item #2 on the Schedule of Prices (Schedule 2 and Schedule 2.1) for 40-Ft Low Floor Diesel Hybrid Coaches.
2. Manufacturer will certify exchange on a one for one basis of unused items listed as 1 through 56 in the event they are superseded with advanced components rendering those provided as part of this contract obsolete or under-rated.
3. Manufacturer will recommend the quantity for Items, dependent on the technology utilized, if SFMTA's selected quantities are incorrect.

**SCHEDULE 2B
SPECIAL TOOLS FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

If any item does not apply to your proposal please indicate “not applicable.”

No.	Qty.	Unit	Description	Unit Price	Total Price
1.	6	Lots	Field Tester, Electrical Assemblies (Section 1.16.2 of the Technical Specifications – Volume 2)	\$	\$
2.	3	Lots	Shop Tester, Electrical Assemblies (Section 1.16.2 of the Technical Specifications – Volume 2)	\$	\$
3.	3	Lots	Towing Adapter (Section 2.1.5 of the Technical Specifications – Volume 2)	\$	\$
4.	22	Lots	Hoisting Adapter (Section 2.1.6 of the Technical Specifications – Volume 2)	\$	\$
5.	3	Lots	Wheelchair Ramp Maintenance Controller (Section 3.6.2 of the Technical Specifications – Volume 2)	\$	\$
6.	4	Lots	Destination Signs Programming Package (Section 3.10.9 of the Technical Specifications – Volume 2)	\$	\$
7.	2	Lots	Voice Annunciator Programming Workstation, Recording Station and Data Collection Tool Package (Section 3.11.2 of the Technical Specifications – Volume 2)	\$	\$
8.	1	Lots	Surveillance Camera system Viewing Station, (Section 3.13.8 of the Technical Specifications – Volume 2)	\$	\$
9.	1	Lots	Surveillance Camera System Special Tools (Section 3.13.2 of the Technical Specifications)	\$	\$
10.	2	Sets	Engine diagnostic Reader and Rebuild Special Tools (Section 6.4 & 9.3 of the Technical Specifications – Volume 2) (coach set)	\$	\$
11.	4	Sets	ABS Brakes Diagnostic Software (Section 5.3.7 of the Technical Specifications – Volume 2) (coach set)	\$	\$
12.	4	Sets	Fire Suppression System Testing Kit (Section 5.11 of the Technical Specification – Volume 2) (coach set)	\$	\$
13.	6	Lots	PLC System, Laptop Programmer and Maintenance Reader (Section 7.9 of the Technical Specifications – Volume 2)	\$	\$
14.	2	Lots	Powerplant dolly including ESS, ramp and equipment box dolly (Section 11.6.1 of the Technical Specifications – Volume 2)	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
15	4	Each	Automatic Passenger Counter diagnostic tools and software required for service (Section 3.18 of the Technical Specifications)	\$	\$
16	4	Sets	Wireless, Onboard Diagnostic Communication Sending Unit (to be used for real-time off sight engineering support) (coach set)	\$	\$
17	4	Each	ToughBook diagnostic Computers (to communicate with vehicle using wireless and/or plug-in diagnostic communication links)	\$	\$
18	6	Each	Latest data link handheld diagnostic devise capable of reading propulsion system and chassis maintenance data	\$	\$
19	4	Sets	Low Floor Axle Tool Kit (Section 5.1.1 of the Technical Specifications – Volume 2)	\$	\$
20	8	Each	Bus-mounted data recorder test, troubleshoot and repair equipment (Section 5.10 of the Technical Specifications – Volume 2)	\$	\$
21	4	Sets	Propulsion system diagnostic and specialty tool kit (Section 6.2 of the Technical Specifications – Volume 2)	\$	\$
22	2	Each	Disc brake lathe and attachment fixture for SFMTA STAR machine to service the rotors on the vehicle	\$	\$
23	1	Sets	Propulsion System Generator Dolly (Section 11.6.1 of the Technical Specifications – Volume 2)	\$	\$
24	1	Sets	Propulsion System Motor Dolly (Section 11.6.1 of the Technical Specifications – Volume 2)	\$	\$
Grand Total				\$	\$

Enter Grand Total as Item #6 on the Schedule of Prices (Schedule 2 and Schedule 2.1) for 40-Ft Low Floor Diesel Hybrid Coaches.

**SCHEDULE 3 - SCHEDULE OF PRICES
60-FT LOW FLOOR SERIES DIESEL HYBRID COACHES**

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See [Section 10](#) of Part V – Sample Agreement, regarding other taxes and governmental charges) All bid item prices shall be accurate reflections of the bid items proposed.

No.	Qty.	Description	Unit Price	Total Price
1.	48	60-ft Low Floor Series Diesel Hybrid Coaches – Base Contract	\$	\$
2.	Per Schedule 3A	Spare Parts for 60-ft Low floor Diesel Hybrid coaches (from Schedule 3A)	\$	\$
3.	Per Tech specs Attachment 14	Training for 60-ft Low Floor Diesel Hybrid Coaches	\$	\$
4.	Per Section 9 of Tech Specs	Interactive Multimedia Training for 60-ft Low Floor Diesel Hybrid Coaches	\$	\$
5.	Per Section 9 of Tech Specs	Operating, Maintenance and Parts Manuals for 60-ft Low Floor Diesel Hybrid Coaches	\$	\$
6.	Per Schedule 3B	Special Tools for 60-ft Low Floor Diesel Hybrid Coaches (from Schedule 3B)	\$	\$
7.	63	Option for 63 60-ft Low Floor Series Diesel Hybrid Coaches in year 2015	\$	\$
8.	48	Option for 48 60-ft Low Floor Series Diesel Hybrid Coaches in year 2016	\$	\$
9.	35	Option for 35 60-ft Low Floor Series Diesel Hybrid Coaches in year 2018	\$	\$
10.	30	Option for 30 60-ft Low Floor Series Diesel Hybrid Coaches in year 2019	\$	\$
Basis of Award (Items 1 through 10)			Grand Total	\$

**SCHEDULE 3.1 - SCHEDULE OF PRICES
60-FT LOW FLOOR PARALLEL DIESEL HYBRID COACHES**

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See [Section 10](#) of Part V – Sample Agreement, regarding other taxes and governmental charges) All bid item prices shall be accurate reflections of the bid items proposed.

No.	Qty.	Description	Unit Price	Total Price
1.	61	60-ft Low Floor Parallel Diesel Hybrid Coaches – Base Contract	\$	\$
2.	Per Schedule 3A	Spare Parts for 60-ft Low floor Diesel Hybrid coaches (from Schedule 3A)	\$	\$
3.	Per Tech specs Attachment 14	Training for 60-ft Low Floor Diesel Hybrid Coaches	\$	\$
4.	Per Section 9 of Tech Specs	Interactive Multimedia Training for 60-ft Low Floor Diesel Hybrid Coaches	\$	\$
5.	Per Section 9 of Tech Specs	Operating, Maintenance and Parts Manuals for 60-ft Low Floor Diesel Hybrid Coaches	\$	\$
6.	Per Schedule 3B	Special Tools for 60-ft Low Floor Diesel Hybrid Coaches (from Schedule 3B)	\$	\$
7.	63	Option for 63 60-ft Low Floor Parallel Diesel Hybrid Coach in year 2015	\$	\$
8.	48	Option for 48 60-ft Low Floor Parallel Diesel Hybrid Coaches in year 2016	\$	\$
9.	35	Option for 35 60-ft Low Floor Parallel Diesel Hybrid Coaches in year 2018	\$	\$
10	30	Option for 30 60-ft Low Floor Parallel Diesel Hybrid Coaches in year 2019	\$	\$
Basis of Award (Items 1 through 10)			Grand Total	\$

**SCHEDULE 3A
SPARE PARTS LIST FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

If any item does not apply to your proposal please indicate “not applicable.”

Parts described as “assembly” shall be shipped with all parts for complete assembly but not assembled. Parts described as “Complete” shall be shipped with all parts fully assembled.

No.	Qty.	Unit	Description	Unit Price	Total Price
1.	4	Each	Engine, Complete (includes controls and wiring harness)	\$	\$
2.	4	Set	Propulsion System Generator and Drive Motor	\$	\$
3.	2	Each	Exhaust After-treatment Devices	\$	\$
4.	2	Each	Power Control System (PCS)	\$	\$
5.	2	Each	Propulsion System Wiring Harness	\$	\$
6.	2	Each	Engine Radiator, Complete with Tank(s)	\$	\$
7.	4	Each	Differential Carrier, Complete	\$	\$
8.	4	Each	Read Axle Housing Assembly	\$	\$
9.	10	Set	Front Brake Axle Set	\$	\$
10.	10	Set	Read Brake Axle Set	\$	\$
11.	2	Set	Heater/Defroster, Complete with Resistors, Motors and fans for the Entire Coach	\$	\$
12.	4	Each	Power Steering Pump, Complete	\$	\$
13.	4	Each	Alternator, Complete	\$	\$
14.	4	Each	Electric Starter System, Assembly	\$	\$
15.	4	Each	Turbocharger, Engine	\$	\$
16.	4	Each	Pump, Fuel Injection	\$	\$
17.	1	Each	Fuel Tank	\$	\$
18.	4	Each	Water Pump	\$	\$
19.	4	Each	Air compressor	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
20.	4	Set	Windshield (left and right)	\$	\$
21.	2	Set	Operator's Side Window (both sliding sections)	\$	\$
23.	1	Set	Door Panels (coach set)	\$	\$
24.	1	Set	Door Operator (coach set)	\$	\$
25.	1	Set	Door cylinder, Complete (coach set)	\$	\$
26.	1	Set	Passenger Side Window (coach set)	\$	\$
27.	30	Each	Wheels	\$	\$
28.	2	Set	Destination Signs, Complete (units for front, side, rear and run number signs and controls) (coach set)	\$	\$
29.	2	Set	Wheelchair ramp, Complete (less weldments to mount ramp to bus)	\$	\$
30.	20	Set	Headlight (coach set)	\$	\$
31.	20	Set	Reflectors (coach set)	\$	\$
32.	20	Set	Stop, Tail and Backup Light (coach set)	\$	\$
33.	25	Set	Exterior Mirror (coach set)	\$	\$
34.	1	Set	Operator Console Gauges and Switches (coach set)	\$	\$
35.	1	Set	Passenger Seat, Complete (coach set)	\$	\$
36.	1	Set	Passenger Seat Inserts (coach set)	\$	\$
37.	3	Each	Operator Seat	\$	\$
38.	6	Each	Back Cushion, Operator Seat	\$	\$
39.	6	Each	Seat Cushion, Operator Seat	\$	\$
40.	5	Set	Windshield Wiper, Complete with motor, shaft, linkage, mounting bracket and arms	\$	\$
41.	1	Set	Interior Panels with Trim Strips (coach set)	\$	\$
42.	10	Set	Exterior Skirt Panels (coach set)	\$	\$
43.	1	Set	Handrails and Stanchions (coach set)	\$	\$
44.	1	Set	Fender, rubber (coach set)	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
45.	1	Set	Bumper, Complete (coach set)	\$	\$
46.	4	Each	Steering Gearbox	\$	\$
47.	6	Set	Hub, Axle (coach set)	\$	\$
48.	5	Each	Booster Pump	\$	\$
49.	10	Set	Radius Rod (coach set)	\$	\$
50.	10	Set	Electric, Pneumatic and Hydraulic Valves	\$	\$
51.	6	Each	Amplifier, Public Address Systems	\$	\$
52.	6	Each	Microphone, Public Address System	\$	\$
53.	6	Each	Operator Display Keyboard (ODK)	\$	\$
54.	4	Each	Cooling Fan	\$	\$
55.	2	Set	Polycarbonate Panels (Anti-Vandalism) (coach set)	\$	\$
56.	2	Set	Voice Annunciate System, Complete (coach set)	\$	\$
57.	6	Set	Turntable Filling Valve and Accumulator, Complete	\$	\$
58.	6	Set	Turntable Proportional Valve, Complete	\$	\$
59.	12	Each	Turntable Hydraulic Cylinder	\$	\$
60.	6	Each	Turntable ECU	\$	\$
61.	6	Each	Turntable Main Bearing	\$	\$
62.	6	Each	Articulated Section Front Bellows	\$	\$
62.	6	Each	Articulated Section Rear Bellows	\$	\$
Grand Total					

NOTES:

1. Enter Grand Total as Item #2 on the Schedule of Prices (Schedule 3 and Schedule 3.1) for 60-Ft Low Floor Diesel Hybrid Coaches.
2. Manufacturer will certify exchange on a one for one basis of unused items listed as 1 through 62 in the event they are superseded with advanced components rendering those provided as part of this contract obsolete or under-rated.
3. Manufacturer will recommend the quantity for Items, dependent on the technology utilized, if SFMTA's selected quantities are incorrect.

**SCHEDULE 3B
SPECIAL TOOLS FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

If any item does not apply to your proposal please indicate “not applicable.”

No.	Qty.	Unit	Description	Unit Price	Total Price
1.	6	Lots	Field Tester, Electrical Assemblies (Section 1.16.2 of the Technical Specifications – Volume 2)	\$	\$
2.	3	Lots	Shop Tester, Electrical Assemblies (Section 1.16.2 of the Technical Specifications – Volume 2)	\$	\$
3.	3	Lots	Towing Adapter (Section 2.1.5 of the Technical Specifications – Volume 2)	\$	\$
4.	22	Lots	Hoisting Adapter (Section 2.1.6 of the Technical Specifications – Volume 2)	\$	\$
5.	3	Lots	Wheelchair Ramp Maintenance Controller (Section 3.6.2 of the Technical Specifications – Volume 2)	\$	\$
6.	4	Lots	Destination Signs Programming Package (Section 3.10.9 of the Technical Specifications – Volume 2)	\$	\$
7.	2	Lots	Voice Annunciator Programming Workstation, Recording Station and Data Collection Tool Package (Section 3.11.2 of the Technical Specifications – Volume 2)	\$	\$
8.	1	Lots	Surveillance Camera system Viewing Station, (Section 3.13.8 of the Technical Specifications – Volume 2)	\$	\$
9.	1	Lots	Surveillance Camera System Special Tools (Section 3.13.2 of the Technical Specifications)	\$	\$
10.	2	Sets	Engine diagnostic Reader and Rebuild Special Tools (Section 6.4 & 9.3 of the Technical Specifications – Volume 2) (coach set)	\$	\$
11	4	Sets	ABS Brakes Diagnostic Software (Section 5.3.7 of the Technical Specifications – Volume 2) (coach set)	\$	\$
12	4	Sets	Fire Suppression System Testing Kit (Section 5.11 of the Technical Specification – Volume 2) (coach set)	\$	\$
13	6	Lots	PLC System, Laptop Programmer and Maintenance Reader (Section 7.9 of the Technical Specifications – Volume 2)	\$	\$
14	2	Lots	Powerplant dolly including ESS, ramp and equipment box dolly (Section 11.6.1 of the Technical Specifications – Volume 2)	\$	\$
15	4	Each	Automatic Passenger Counter diagnostic tools and software required for service	\$	\$

Procurement of 30-ft, 40-ft and 60-ft Low Floor Diesel Hybrid Coaches

CONTRACT PROPOSAL NO. 713

CCO No. 24-1287 – Volume 1

No.	Qty.	Unit	Description	Unit Price	Total Price
			(Section 3.18 of the Technical Specifications		
16	4	Sets	Wireless, Onboard Diagnostic Communication Sending Unit (to be used for real-time off sight engineering support) (coach set)	\$	\$
17	4	Each	ToughBook diagnostic Computers (to communicate with vehicle using wireless and/or plug-in diagnostic communication links	\$	\$
18	6	Each	Latest data link handheld diagnostic devise capable of reading propulsion system and chassis maintenance data	\$	\$
19	4	Sets	Low Floor Axle Tool Kit (Section 5.1.1 of the Technical Specifications – Volume 2)	\$	\$
20	8	Each	Bus-mounted data recorder test, troubleshoot and repair equipment (Section 5.10 of the Technical Specifications – Volume 2)	\$	\$
21	4	Sets	Propulsion system diagnostic and specialty tool kit (Section 6.2 of the Technical Specifications – Volume 2)	\$	\$
22	2	Each	Disc brake lathe and attachment fixture for SFMTA STAR machine to service the rotors on the vehicle	\$	\$
23	1	Sets	Propulsion System Generator Dolly (Section 11.6.1 of the Technical Specifications – Volume 2)	\$	\$
24	1	Sets	Propulsion System Motor Dolly (Section 11.6.1 of the Technical Specifications – Volume 2)	\$	\$
Grand Total					\$

Enter Grand Total as Item #6 on the Schedule of Prices (Schedule 3 and Schedule 3.1) for 60-Ft Low Floor Diesel Hybrid Coaches.

FOR PROPOSER’S USE
Reference Part IV – Price Proposal

Have you submitted the following?

Table of Contents	
I. Signature Page (Pages 34, 36 and 36)	
II. Schedule of Prices for the coach being proposed (Schedule 1, 2 and 3)	
III. Spare Parts List (Schedules 1A, 2A and 3A)	
IV. Special Tools (Schedules 1B, 2B and 3B)	
V. Questionnaire on Recruitment, Hiring and Training Practices (see Appendix D)	
VI. Certifications - <ul style="list-style-type: none"> • Buy America Compliance Certificate • Transit Vehicle Manufacturers Certification of Compliance with 49 CFR Part 26 • Attestation of Compliance • Certification Regarding Lobbying 	
VII. Commercial Exceptions Items 3A through 3C as indicated in Part IV, Section 3.	
VIII. Proposal bond (bid bond), cashier's or certified check, or money order in the amount of \$250,000.00 must accompany the proposer's primary Price Proposal. If a second price proposal is submitted, insert a copy of the proposal bond (bid bond), cashier's or certified check, or money order (See form in Appendix C).	

NOTE:

The Checklist is to assist you in the preparation of the proposals; however, it is not a guarantee that your bid is complete or responsive, even if all elements of the checklist are completed.

V. Sample Agreement

Procurement of 30-Ft, 40-Ft and 60-Ft Diesel Hybrid Buses

Contract No. CPT 713
CCO NO. 14-1287

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

**Agreement between the City and County of San Francisco and
[insert name of contractor]**

This Agreement is made this _____ day of _____, 2014, in the City and County of San Francisco, State of California, by and between: [insert name and address of contractor] ("Contractor") and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

Recitals

A. SFMTA wishes to obtain the services of a qualified firm to procure up to of 224 60-ft articulated, low floor, diesel hybrid coaches, up to 200 40-ft, low floor, diesel hybrid coaches and up to 30 30-ft. low floor diesel hybrid coaches and associated spare parts, training, manuals, and special tools.

B. A Request for Proposals ("RFP") was issued on (DATE) to the qualified proposers, and City selected Contractor as the highest-qualified scorer pursuant to the RFP.

Now, THEREFORE, the parties agree as follows:

Definitions

Acceptance: The formal written acceptance by the City that all Work, or a specific portion thereof, under the contract has been satisfactorily completed.

Award: Notification from the City to Contractor of acceptance of Contractor's proposal, subject to the execution and approval of a satisfactory Contract and bond to secure the performance of the Contract, and to such other conditions as may be specified or otherwise required by law.

Certification: Certification by the Controller that funds necessary to make payments as required under the Contract are available in accordance with the City's Charter.

City: The City and County of San Francisco.

Conditional Acceptance: The circumstance in which a Vehicle has been delivered to SFMTA and placed in revenue service despite not having met all requirements for Acceptance.

Conformed Contract Documents: The Contract documents revised to incorporate information included in the Contractor's Proposal and accepted by the City.

Contract, Agreement: The written contract executed by the City and Contractor, covering the performance of the work and furnishing of labor, materials, equipment, tools, and services, including work incidental to the procurement, to include the

Technical Specifications, all Conformed Contract Documents, the Contract bonds or other security, and all supplemental agreements.

Contract Modification: A written amendment to the Contract, agreed to by the City and Contractor, covering changes in the Contract documents within the general scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

Contractor: The proposer to whom the Award is made.

Controller: Controller of the City.

Correction: The elimination of a defect.

Days: Unless otherwise designated, "Days" as used in the Contract shall mean calendar days.

Defect: Any patent or latent malfunctions or failure in manufacture or design of any component or subsystem.

Diesel Hybrid Buses: The vehicles procured under this Contract, also referred to as "Vehicles" or "Coaches."

Director: The Director of Transportation of the SFMTA or his or her designee.

Engineer: The SFMTA Engineer assigned to the Contract or designated agent.

Final Acceptance: The formal written acceptance by the Director of Transportation or his or her designee that all contract deliverables for the Contract have been satisfactorily completed and accepted. This will authorize the Project Manager to release the final payment, including all retention, to the Contractor

Material and/or Equipment: The Diesel Hybrid Buses (including all parts and equipment installed in them) and other deliverables furnished by the Contractor under the provisions of the Contract.

Notice To Proceed (NTP): A written notice to the Contractor of the date on which it shall begin prosecution of the work to be done under the contract.

Project Manager: The Project Manager assigned to the Contract for the SFMTA, or his or her designated agent.

Proposal: The technical and management information and prices submitted by Contractor in response to the RFP.

Related Defect(s): The damages inflicted on any component or subsystem as a direct result of a Defect.

Resident Inspector: Any inspector or inspectors who may be assigned by the SFMTA Project Manager / Representative for the inspection of work to be done under this contract.

Request for Proposals; RFP: The Request for Proposals issued by the SFMTA on (Date), to procure up to 454 Diesel Hybrid Buses.

SFMTA: The San Francisco Municipal Transportation Agency, an agency of the City with responsibility for the Municipal Railway and the Division of Sustainable Streets (Parking and Traffic).

Subcontractor, Supplier: Any individual, partnership, firm, or corporation that, under an agreement with Contractor, undertakes integrally on the Project the partial or total design, manufacture, performance of, or furnishes one or more items of work under the terms of the contract. As used in this Agreement, the terms Subcontractor and Supplier are synonymous.

Technical Specifications: The portion of the Conformed Contract Documents that contain the specifications, provisions, and requirements that detail the Work and the materials, products (including the assembly and testing), and other requirements relative to the manufacturing and construction of the Work.

Work: The furnishing of all design, engineering, manufacturing, labor, supervision, services, products, materials, machinery, equipment, tools, supplies, and facilities and the performance of all requirements called for by the Contract and necessary to the completion and warranty of the Diesel Hybrid Buses.

Working Days: Those calendar days during which regular business is conducted excluding Saturdays, Sundays, and all Federal, State, and municipal holidays that are observed by the SFMTA during the duration of the Contract.

Acronyms

FDR	Final Design Review
FTA	Federal Transit Administration
PDR	Preliminary Design Review
RFP	Request for Proposals

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall not exceed 5 years from the Effective Date.

3. Effective Date of Agreement

This Agreement shall become effective on the date the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Work Contractor Agrees to Perform

The Contractor agrees to perform the Work provided for in the Technical Specifications, and in the Contractor's Proposal (as incorporated into the Conformed Contract Documents), according to the Project Delivery Schedule set forth in Exhibit 3.

5. Compensation.

In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words – no pennies]. The breakdown of costs associated with this Agreement appears in the Schedule of Prices (Exhibit 1) and Payment Schedule (Exhibit 2), incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until equipment, reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments. City will not make price adjustments to this Contract to protect Contractor from economic inflation.

6. Guaranteed Maximum Costs

The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

This contract will be initially certified for \$ _____. Contractor shall not incur costs in excess of such amount without written authorization from the SFMTA, signed by the SFMTA Chief Financial Officer.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to Contractor shall be subject to audit by City. Progress payments shall be made by the City to Contractor at the address specified below:

Amount. Subject to any subsequent deductions for Liquidated Damages for late delivery of Contract deliverables as specified in Section 19 of this Agreement, the City agrees to pay an amount not to exceed the compensation amount stated in Section 5 of this Agreement and in accordance with the terms and conditions of this Agreement.

Invoices. Contractor's invoices shall be submitted to the following address:

San Francisco Municipal Transportation Agency
Fleet Engineering Section
Attn: SFMTA Project Manager (TBD)
700 Pennsylvania Avenue, Bldg. C, Rm. 110
San Francisco, CA 94107

Each invoice shall include:

- Relevant milestones;
- Contract order number;
- Quantity of items;
- Description of items;
- Unit price;
- Total invoice amount.
- Supporting documentation and/or documentation referencing submittal or delivery.

Progress Payments. SFMTA shall make payments as the work proceeds in accordance with the progress payment provisions specified below. Progress payments shall be conditioned on either (1) transfer of title, free of encumbrances, to the City for the portion of the components, equipment or material paid for by the progress payment, plus a certificate of insurance required by Section 15.1 of this Agreement; or (2) issuance of a letter of credit in conformance with the provision of Section 15.2.3 in the amount of the progress payment. Progress payments for which a letter of credit shall be required are as follows: Milestones set forth in Items 1(a) and 1(b) below. Letter(s) of credit for such progress payments will be released upon Acceptance or Conditional Acceptance of 80 percent of the total Vehicles.

In lieu of a letter of credit to secure progress payments, Contractor may elect to increase its performance bond required under Section 15 of this Agreement by the cumulative amount of progress payments for each of the above Milestones and any other items for which Contractor elects to submit security instead of transferring title. Such increase in the amount of the performance bond shall be included in the amount of the performance bond submitted at the time of Contract Award. This increase in the amount of the performance bond shall constitute security for all progress payments for which the bond is issued should Contractor default with respect to any provision of this Agreement. In lieu of an increase in the Performance Bond, an Advance Payment Bond, in a form acceptable to the City's Risk Manager, or other security acceptable to the City's Risk Manager, will also be accepted.

All Work covered and paid for during the construction of the Diesel Hybrid Buses shall become the sole property of SFMTA. This provision shall not be construed as relieving the Contractor from the sole responsibility for all Work upon which payments have been made or for the restoration of all damaged Work or as waiving the right of SFMTA to require the fulfillment of all of the terms of the Contract specifications. The Contractor shall remain liable for insuring and delivering the material in the final form as specified in the Contract, and shall replace material at no cost to SFMTA in the event it is not delivered and accepted by SFMTA.

Contractor shall prepare invoices supported by evidence satisfactory to SFMTA that the Work invoiced has been accomplished and that the materials, listed, if any, are stored and ready for use.

Each item listed below is from the Schedule of Prices set forth in Exhibit 1.

Item 1 – Diesel Hybrid Buses

The City shall make progress payments for the Diesel Hybrid Buses upon satisfactory completion of each milestone in accordance with the percentage allocation below.

Milestone	Maximum Percent of Bid Item 1 as applicable
(a) Authorization by SFMTA to ship each vehicle and authorization by Contractor to release each vehicle as described in Sections 12.2.3 of the Technical Specifications	50% of Unit Price
(b) Conditional acceptance of each vehicle by SFMTA	30% of Unit Price
(c) Full acceptance of each vehicle by SFMTA	10% of Unit Price
(d) All contract deliverables have been received and accepted as satisfactory	10%

Item 2 - Spare Parts

The City shall make payments for spare parts by Lot (see Spare Parts Delivery Procedure, Section 67.3 of this Agreement). Payment shall be made after the particular Lot (Lot 1 or Lot 2) has been delivered and accepted.

Item 3 – Training

City shall pay for training when all training sessions have been satisfactorily completed and accepted by SFMTA.

Item 4 - Interactive Multimedia Training

City shall make progress payments for Interactive Multimedia Training upon satisfactory completion of each milestone in accordance with the percentage allocation below:

Milestone	Percentage of Bid Item 4
(a) SFMTA Approval of Design Detail Documentation	10%
(b) Delivery and Approval of one Prototype Module	20%
(c) Delivery and Approval of all Pre-production Modules	30%
(d) Delivery and Approval of all Production Modules	40%

Item 5 - Operating, Maintenance, and Parts Manuals

When satisfactory draft operating, maintenance and parts manuals have been received, City shall pay 30 percent of this payment item. The balance will be paid when final manuals have been approved, delivered and accepted. Contractor shall delivery to SFMTA draft operating, maintenance and parts before the start of the first training session.

Item 6 – Special Tools Separate from Coach

City shall pay for special tools and other maintenance equipment upon their acceptance by SFMTA.

Exchange Rate Risk. The City will not make price adjustments on this Contract to protect the Contractor from fluctuations in the value of the applicable foreign currency in relation to the United States dollar.

Inflation Risk. City will not make price adjustments to this Contract to protect Contractor from economic inflation.

Release. The Contractor shall, if required by the City, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form satisfactory to the City, discharging the City, its officers, agents and employees of and from liabilities, obligations, and claims arising under this contract.

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys’ fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or

property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance

If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.

10. Taxes

Payment of Taxes. The City will reimburse the Contractor for any levied sales tax on articles purchased by the City under this Agreement. However, if the Contractor cannot be authorized to collect and pay the sales taxes to the State of California, then the City will pay the sales tax directly to the State. Contractor shall be solely responsible for any penalties, interest or fees assessed as a result of late or erroneous payment of such taxes. The City warrants that it is a public entity exempt from certain federal excise taxes and in connection therewith that it has obtained a federal excise tax exemption certificate. Contractor will pay all other taxes, including possessory interest taxes, licenses, imposts, duties, and all other governmental charges of any type whatsoever levied upon or as a result of this Agreement or Work performed pursuant hereto.

Possessory Interest. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

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

12. Qualified Personnel

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

13. Responsibility for Equipment

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services or Work performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

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

15. Insurance; Bonds

Insurance

Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of his Agreement, Contractor shall maintain in force at its own expense, during the full term of the Agreement, insurance in the following amounts and coverages:

Workers' Compensation, including Employers' Liability coverage, with limits not less than \$1,000,000 each accident, or as required by law in the jurisdiction in which the work is performed.

Comprehensive or Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broad-form Property Damage, Products and Completed Operations.

Comprehensive or Business Automobile (Transit Coach, Truck, and other vehicles included) Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

During the course of this Agreement, should any vehicles already accepted by City and in which title is vested in the City, be returned to Contractor for any reason, Contractor shall maintain, with respect to such vehicles, Garagekeepers' Legal Liability Insurance with limits not less than 100 percent of the value of City vehicles and equipment in Contractor's care, custody, or control, including coverage's for fire, theft, riot and civil commotion, vandalism or malicious mischief, and collision; all-risk transportation insurance for the full value of all City-owned coaches in transit between Contractor and City premises; and any loss payable to the City as its interest may appear.

During the course of this Agreement, as title to components or coaches is transferred to City (refer to Section 7.3), Contractor shall provide property insurance on such components against all risks of loss or damage for 100% of their replacement value, including City as a named insured and loss payee, as its interests may appear, and any deductible not to exceed \$25,000 each loss.

Comprehensive or Commercial General Liability and Comprehensive or, Business Automobile Liability policies must provide the following:

Name as Additional Insured the City and County of San Francisco, its Officers, Agents, Employees and Members of Commissions;

That such policies are primary insurance to any other insurance available to the Additional Insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

All policies shall provide 30 Days' advance written notice to City of cancellation or reduction in coverage for any reason, mailed to the following address:

San Francisco Municipal Transportation Agency
SFMTA Project Manager (TBD)
Contract No. 713
Fleet Procurement Engineering Section
700 Pennsylvania Ave, Bldg. C, Rm. 110
San Francisco, CA 94107

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

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

Before commencement of the term of this Contract, certificates of insurance, and copies of additional insurance endorsements, in form and with insurers acceptable to City, evidencing all required insurance, shall be furnished with complete copies of policies to City promptly upon request.

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

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

Performance and Payment Security. The following provisions set forth financial guarantees that must be met by Contractor. Contractor may choose to meet the requirements of this Section 15.2 by obtaining either the required bonds or an irrevocable letter of credit ("Letter of Credit") in an equivalent amount.

Bonds

Within 20 days following the receipt of a notice of tentative award of contract, and until completion of all Contract obligations and acceptance by City of the final vehicle, the Contractor shall furnish to City a performance and a labor and materials bond each in an amount not less

than 20 percent of the Contract amount to guarantee Contractor's faithful performance of all obligations of the Contract, including warranty obligations in existence until the last Vehicle is accepted, and to guarantee Contractor's payment to all suppliers of labor and materials under this Contract, excluding the period covered by the warranty bond described in Subsection (c) below.

Upon delivery and acceptance by the City of 50% of the original contracted number of vehicles, the amount of performance bond may be reduced to 65% of the original bond amount. Upon delivery and acceptance by the City of 75% of the original contracted number of vehicles, the amount of performance bond and labor and materials bond may be reduced to 30% of the original bond amount. If the Contractor requests any further reduction in the amount of the performance bond, the request shall be subject to approval by SFMTA and the City's Risk Manager. One year after the City fully accepts the last bus, the City will release the obligations of the surety under the performance and labor and materials bonds, provided that all contract deliverables have been performed and accepted and a warranty bond or letter of credit meeting the requirements of Subsection 15.2.1(c) is in place. The original bond document(s) shall be retained by the City.

Contractor shall provide a two-year warranty or guaranty bond in the amount of 10 percent of the Contract price covering all of Contractor's warranty obligations under the Contract, which bond shall become effective upon release of the Performance Bond required under Subsection 15.2.1(a) and (b) above. At the end of the first year of warranty coverage, the Contractor may request a reduction of coverage, which may be approved at the discretion of SFMTA and the City's Risk Manager. Additionally, at City's election, and subject to approval of the surety issuing the bond, Contractor shall provide for up to two one-year extensions or renewals of the warranty or guaranty bond at an amount approved by SFMTA and the City's Risk Manager. If the original surety declines to extend or renew the initial bond, Contractor shall in good faith try to obtain the required additional coverage from another surety and shall document to the City its efforts in this regard.

Within 20 days of receipt of a notice from SFMTA of intention to exercise the option to purchase more Coaches, the Contractor shall furnish to City a separate performance bond and a labor and materials bond in the amount of 20 percent of the cost of the additional coaches to be purchased, to guarantee performance of all contract obligations with respect to such optional vehicles. Provisions for reducing the amount of and release of such bond shall apply in the same manner as described above. Said bond shall also be retained by the City.

Requirements for Bonds.

Bonding entities on the above bonds must be legally authorized to engage in the business of furnishing performance bonds in the State of California. All bonding entities must be satisfactory to SFMTA and to the Controller and Risk Manager of the City.

During the period covered by the Agreement, if any of the sureties upon the bond shall have an AM Best rating that falls below A-, VIII, or become insolvent and unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within 30 days after notice given by SFMTA to Contractor, shall by supplemental bond or otherwise, substitute another and sufficient surety approved by SFMTA in

place of the surety becoming insolvent or unable to pay. If Contractor fails within such 30-day period to substitute another and sufficient surety, Contractor, if SFMTA so elects, shall be deemed to be in default in the performance of its obligations hereunder and upon the said bond. The City, in addition to any and all other remedies, may terminate the Agreement or bring any proper suit or proceeding against moneys then due or which thereafter may become due Contractor under the Agreement. The amount for which the surety shall have justified on the bond and the moneys so deducted shall be held by City as collateral for the performance of the conditions of the bond

Requirements for Letter of Credit.

General Requirements. Any Letter of Credit submitted as required security under this Agreement shall be a confirmed, clean, irrevocable Letter of Credit in favor of the City and County of San Francisco, a municipal corporation. It must have an original term of one year, with automatic renewals of the full amount (subject to modification as otherwise provided in this Section 15.2 to reflect the adjustments set forth above in Section 15.2.1) throughout the term of the Agreement and throughout the performance of Contractor's obligations under the Agreement. If Contractor fails to deliver the Letter of Credit as required, City will be entitled to cancel this Agreement. The Letter of Credit must provide that payment of its entire face amount, or any portion thereof, will be made to City upon presentation of a written demand to the bank signed by the Director of Transportation on behalf of the City.

Financial Institution. The Letter of Credit must be issued on a form and issued by a financial institution acceptable to the City in its sole discretion, which financial institution must (a) be a bank or trust company doing business and having an office in the City and County of San Francisco, (b) have a combined capital and surplus of at least \$25,000,000, and (c) be subject to supervision or examination by federal or state authority and with at least a Moody's A rating. Should the financial institution fail to maintain such rating, Contractor shall replace the Letter of Credit within 30 days with a Letter of Credit from a financial institution with such a rating.

Demand on Letter of Credit. The Letter of Credit will constitute a security deposit guaranteeing faithful performance by Contractor of all terms, covenants, and conditions of this Agreement, including all monetary obligations set forth herein. If Contractor defaults with respect to any provision of this Agreement, SFMTA may make a demand under the Letter of Credit for all or any portion thereof to compensate City for any loss or damage that they may have incurred by reason of Contractor's default, negligence, breach or dishonesty. Such loss or damage may include without limitation any damage to or restoration of City property or property that is required to be constructed, maintained or repaired pursuant to this Agreement, payments to City, and claims for liquidated damages; provided, however, that City will present its written demand to said bank for payment under said Letter of Credit only after City first has made its demand for payment directly to Contractor, and five full Working Days have elapsed without Contractor having made payment to City. Should the City terminate this Agreement due to a breach by Contractor, the City shall have the right to draw from the Letter of Credit those amounts necessary to pay any fees or other financial obligations under the Agreement and perform the Work described in this Agreement until such time as the City procures another contractor and the agreement between the City and that contractor becomes effective. City need not terminate

this Agreement in order to receive compensation for its damages. If any portion of the Letter of Credit is so used or applied by City, Contractor, within 10 Working Days after written demand by City, shall reinstate the Letter of Credit to its original amount; Contractor's failure to do so will be a material breach of this Agreement.

Expiration or Termination. The Letter of Credit must provide for 60 days notice to City in the event of non-extension of the Letter of Credit; in that event, Contractor shall replace the Letter of Credit at least 10 Working Days prior to its expiration. In the event the City receives notice from the issuer of the Letter of Credit that the Letter of Credit will be terminated, not renewed or will otherwise be allowed to expire for any reason during the period from the commencement of the term of this Agreement to 90 Days after the expiration or termination of this Agreement, or the conclusion of all of Contractor's obligations under the Agreement, whichever occurs last, and Contractor fails to provide the City with a replacement Letter of Credit (in a form and issued by a financial institution acceptable to the City) within 10 Working Days following the City's receipt of such notice, such occurrence shall be an event of default, and, in addition to any other remedies the City may have due to such default (including the right to terminate this Agreement), the City shall be entitled to draw down the entire amount of the Letter of Credit (or any portion thereof) and hold such funds in an account with the City Treasurer in the form of cash guarantying Contractor's obligations under this Agreement. In such event, the cash shall accrue interest to the Contractor at a rate equal to the average yield of Treasury Notes with one-year maturity, as determined by the Treasurer. In the event the Letter of Credit is converted into cash pursuant to this paragraph, upon termination of this Agreement, Contractor shall be entitled to a full refund of the cash (less any demands made thereon by the City) within 90 Days of the termination date, including interest accrued through the termination date.

Return of Letter of Credit. The Letter of Credit will be returned within 90 Days after the end of the term of this Agreement, provided that Contractor has faithfully performed throughout the life of the Agreement, Contractor has completed its obligations under the Agreement, there are no pending claims involving Contractor's performance under the Agreement and no outstanding disagreement about any material aspect of the provisions of this Agreement. In the event this Agreement is assigned, as provided for in Section 30, City will return or release the Letter of Credit not later than the effective date of the assignment, provided that the assignee has delivered to the City an equivalent Letter of Credit, as determined by City.

Excessive Demand. If City receives any payments from the aforementioned bank under the Letter of Credit by reason of having made a wrongful or excessive demand for payment, City will return to Contractor the amount by which City's total receipts from Contractor and from the bank under the Letter of Credit exceeds the amount to which City is rightfully entitled, together with interest thereon at the legal rate of interest, but City will not otherwise be liable to Contractor for any damages or penalties.

16. Indemnification

General. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person,

including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

Duty to Defend. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Intellectual Property. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or Work to be supplied in the performance of this Agreement.

Limitation of Liability. Except as provided herein, Contractor's aggregate liability to the City under this Agreement shall be limited to the Contract amount stated in Section 5.1, as that amount may be modified by a properly approved and executed Contract Modification. Said limitation on liability shall not apply to:

- damages and other liability caused by Contractor's willful, intentional acts or omissions;

- liability arising under or for violation of any applicable statute, City ordinance, regulation, or other laws;

- damages and other liability arising under claims by third parties, including indemnity or contribution for claims brought by a third party (see Paragraph 16.1);

Notice of Claim; Tender of Defense. The City shall use its best efforts to give prompt written notice to Contractor of any claim for which it requires indemnification from Contractor and will not admit liability or fault as to the allegations of the claim. Provided Contractor accepts the City's tender of defense without reservations, City agrees to grant Contractor sole control over the defense and settlement of the claim and provide timely assistance to Contractor in the defense of the claim.

17. Incidental and Consequential Damages

Except with respect to liquidated damages, Contractor shall not be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION

OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, the Contractor agrees that in the event deliveries are not completed within the number of days indicated in Appendix B, Delivery Schedule Worksheets 1C, 2C and 3C and Technical Specifications, Vol. 2, Sections 13 or 10.2.2.2, or if Contractor fails to correct fleet defects in accordance with Technical Specifications, Vol. 2, Section 10.1.6.1, as may be revised by Contract Modifications, City will suffer damages that will be impracticable or extremely difficult to determine; further, Contractor agrees that the amounts listed below for each day of delay beyond scheduled milestones and timelines are not a penalty, but are a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Except where the delay is the result of an Unavoidable Delay, City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by SFMTA.

Item No.	Milestone	Amount Per Day
1.	Submittal of Management Work Plan	\$100.00
2.	Delivery of Lead Coach	\$400.00
3.	Submittal of Training Lesson Plans	\$200.00
4.	Submittal of Draft Operation, Maintenance, and Parts Manual	\$200.00
5.	Delivery of 1st Production Coach	\$400.00
6.	Delivery of last Production Coach	\$400.00
7.	Spare Parts Delivery (Lot 1)	\$400.00
8.	Spare Parts Delivery (Lot 2)	\$400.00
9.	Completion of Training Program (including Multimedia)	\$400.00
10	Delivery of Special Tools	\$300.00
11	Submittal of Final Operation, Maintenance, and Parts Manuals	\$400.00
12	Warranty Fleet Defect Correction (see Technical Specifications, Section 10.1.6.1)	\$250.00 per coach
13	Contractor-Supplied Parts	2%*

* 2% per day of Contractor's list price for every day a part is past the seventy-two hours delivery time (see Technical Specifications, Volume 2, Section 10.2.2.2).

Liquidated Damages imposed under this Agreement shall be in addition to any other damages which are recoverable by the City specified elsewhere in the Contract documents. The total amount of liquidated damages shall not exceed 10 percent of

20. Default; Remedies

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

Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 36, 52, 54 or 56.

Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of 15 Days after written notice thereof from City to Contractor.

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

A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

21. Termination for Convenience

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

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

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

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

Terminating all existing orders and subcontracts.

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

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

Completing performance of any services or Work that City designates to be completed prior to the date of termination specified by City.

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

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

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

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

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

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

Non-Recoverable Costs. In no event shall City be liable for costs incurred by Contractor or any of its Subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection 21.3. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection 21.3.

Deductions. In arriving at the amount due to Contractor under this Section, City may deduct: (a) all payments previously made by City for Work or services covered by Contractor's final invoice; (b) any claim which City may have against Contractor in connection with this Agreement; (c) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (21.4); and (d) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or Work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or Work in compliance with the requirements of this Agreement.

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

22. Rights and Duties Upon Termination or Expiration

Survival of Sections. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 20, 24, 26 through 28, 49 through 52, 55, 56, 61, 62 and 67.

Contractor Duties. Subject to the immediately preceding subsection 22.1, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and sections 87100 et seq. and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provision and agrees that if it becomes aware of any such fact during the term of this Agreement it shall immediately notify the City.

24. Proprietary or Confidential Information of City

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

25. Notices to the Parties

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

To City:

San Francisco Municipal Transportation Agency
Transit Division, Fleet Engineering
700 Pennsylvania Avenue, San Francisco, CA 94107
Attention: [TBD] Program Manager
[TBD]@sfmta.com

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

Any notice of default must be sent by registered mail.

26. Intellectual Property

Works for Hire; Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services or Work to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities. If, in connection with services or Work performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. These shall include, but not be limited to, the data that comprises the destination sign system, as specified in Section 3.10.8 of the Technical Specifications-Volume 2; the data that comprises the voice annunciation system, as specified in Section 3.11.5 of the Technical Specifications; the source code for the SFMTA-specific portion of the multiplex electrical system controller, as described in Section 7.9 of the Technical Specifications; the vehicle record book, as provided in Section 9.2.7 of the Technical Specifications; and the computer database record, as provided in Section 9.1.8.1 of the Technical Specifications. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

27. Licenses Granted

Computerized Software and Systems. To the extent that software, firmware, systems designs, computerized manuals, training modules, or other such deliverables are not designed specifically for City's purposes in connection with the Agreement, Contractor grants City a perpetual, exclusive, non-transferable, license at all locations owned or controlled by City to use all such deliverables, or portions thereof. City shall also be authorized to modify or prepare derivative works of the deliverables and make copies of such deliverables for internal use only. Any such modifications shall become the property of the City unless such modifications are not used exclusively for internal purposes. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the deliverable(s) or any related materials or documentation. Contractor hereby warrants that it has title to and/or the authority to grant a license of such deliverables to the City. Upon request, Contractor shall provide to City a copy of the source code, which corresponds to the most current version of the deliverable, as well as any and all applicable proprietary materials that are otherwise not furnished under this Agreement, but may become necessary for the long-term maintenance and operation of the Vehicles. Alternatively, prior to Notice to Proceed, City and Contractor shall negotiate and enter into an escrow agreement whereby the applicable source codes for software that is proprietary to Contractor or its suppliers or subcontractors, including periodic updates of said source codes, and other proprietary materials, are placed in escrow. The source codes placed in escrow shall be on magnetic media and shall be accompanied by detailed software documentation, including a list of applicable software development tools. The Director of Transportation shall execute said escrow agreement on behalf of City.

Other Deliverables. Contractor grants City a perpetual, non-exclusive, non-transferable license to use, retain, and reproduce at all locations controlled by SFMTA, for internal use only, all copies (whether in hard copy or electronic format) of drawings,

plans, specifications, schematics, studies, reports, memoranda, computation sheets and all other documents that are (i) prepared by Contractor or its subcontractors or suppliers (but not exclusively for City); and (ii) required to be provided to City in connection with this Agreement. Contractor hereby warrants that it has title to and/or the authority to grant a license of such deliverables to the City.

Proprietary Materials. To the extent that the Contractor considers any document or deliverable to be a trade secret or otherwise proprietary, Contractor shall so mark them. SFMTA shall require individuals using such proprietary documents to maintain the confidentiality of the documents, and if necessary, sign a confidentiality agreement regarding use of highly sensitive documents. Alternatively, at SFMTA's request, documents shall be placed in escrow, along with source codes, as described in subsection 26.2.1 above. Contractor shall hold the City harmless from and defend the City against all claims, suits or other proceedings instituted against the City for copyright infringement, misuse or misappropriation of a trade secret, or for access to the documents or deliverables under the City's Sunshine Ordinance or the California Public Records Act. Contractor will pay the costs and damages awarded in any such action or proceeding, or the cost of settling such action or proceeding, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the buses, spare parts, documents or deliverables constitutes infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

28. Reserved

29. Audits and Inspection of Records

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

30. Subcontracting

Contractor may subcontract portions of the Work only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the performance of the Work. City's execution of this Agreement constitutes its approval of the subcontractors listed below. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement made in violation of this provision shall be null and void.

[LIST APPROVED SUBCONTRACTORS]

31. Assignment

The Work to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated

by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

32. Non-Waiver of Rights

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

33. Reserved.

34. Reserved

35. Nondiscrimination; Penalties

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

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

Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

Incorporation of Administrative Code Provisions by Reference, The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for

each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

36. Tropical Hardwoods and Virgin Redwood Ban

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

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation.

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

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Work specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services or Work, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

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

41. Public Access to Meetings and Records.

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this

paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Notification of Limitations on Contributions.

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees

Contractor agrees to pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

44. Health Benefits for Covered Employees

Contractor agrees to choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and to comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q.

45. First Source Hiring Program

Contractor shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 83 are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San

Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years.

47. Preservative-Treated Wood Containing Arsenic

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

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required by law.

City-Ordered Changes

The City may order changes in the Work and may order extra materials and extra work in connection with the performance of the Agreement, and the Contractor shall respond within 30 days to such orders, except that:

If changes ordered in design, workmanship, services, or materials are of such a nature as to increase or decrease the cost or the time required to execute the change in scope of Work, the City shall make a reasonable and proper adjustment in the Contract price, delivery schedule, or both, as agreed upon by the Contractor and the Agency as the reasonable and proper allowance for the increase or decrease required.

No order for any alteration, modification, or extra that will increase or decrease the cost of the Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the City in the manner required under City law. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract, which include the requirements of the Technical Specifications.

Regulatory Changes

If a price adjustment is necessary to incorporate changes mandated by legislation or regulations that are promulgated or become effective after the Effective Date of the Contract and before manufacture of the Vehicles, the Agency and the Contractor shall negotiate the price adjustment. Such price adjustments may be audited, where required.

Schedule Changes

If City-ordered changes have potential impact on the delivery schedule, the Contractor shall submit a schedule change request for City approval.

49. Authority of Project Manager; Claims; Disputes.

Authority of Project Manager Authority of Project Manager. The Project Manager shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions, which may arise as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. In discharging the responsibilities outlined above, the Project Manager shall at all times act fairly and reasonably. Any appeal of the Project Manager's decisions shall be in accordance with the provisions of Section 48.4 of this Agreement. As with any claim, change, extra or additional work, Contractor shall be paid in accordance with the payment provisions set out in Section 5 of this Contract when the dispute is finally resolved.

Should any questions arise as to the meaning and intent of the Contract, the matter shall be referred to the Project Manager, who, in consultation with other City representatives, as applicable, and with input the Contractor, shall decide the true meaning and intent of the Contract. The Project Manager's decision in this regard shall be administratively final and conclusive.

Claims for Additional Compensation.

Contractor shall not be entitled to the payment of any additional compensation for any action, or failure to act, by the SFMTA, including failure or refusal to issue a Contract Modification or for the happening of any event, thing, occurrence, or other cause, unless Contractor shall have given the Project Manager due written notice of potential claim.

The written notice of potential claim shall set forth the reasons for which Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Project Manager prior to the time that Contractor shall have performed the work giving rise to the potential claim for additional compensation, or in all other cases, within 30 Days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

It is the intention of this Section 48.2 that differences between the Parties arising under and by virtue of the Contract be brought to the attention of the SFMTA at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly be taken. Contractor agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim as herein required was filed.

Other Claims. For any dispute involving a question of fact that does not involve a claim for additional compensation, the aggrieved party shall furnish the other party with a notice of dispute within 15 Days of the determination of the dispute. The party receiving a notice of dispute shall submit a written reply with 15 Days of delivery of the notice. The notice and response shall contain the following: (a) a statement of the party's position and a summary of the arguments supporting that position, and (b) any evidence supporting the party's position.

Resolution of Disputes. Disputes arising in the performance of this Agreement that are not resolved by negotiation between the parties shall be decided in writing by the SFMTA Project Manager. The Project Manager's decision shall be administratively final and conclusive unless within 10 Working Days from the date of such decision, the Contractor mails or otherwise furnishes a written appeal to the Director of Transit, or

his/her designee. In connection with such an appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Transit shall be administratively final and conclusive. This section applies to all disputes unless a specific provision of this Agreement provides that the Project Manager's decision as to a particular dispute is final.

No Cessation of Work. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the written directions of the Project Manager.

Alternative Dispute Resolution. If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process.

Disputes Among Contractor's Partners. The resolution of any contractual disputes related to Contractor's Joint Venture or Association partners (if any) shall be the sole responsibility of the Contractor. Each party of the Joint Venture or Association shall resolve all such disputes within 30 calendar days of when the dispute first surfaced so as not to impact the performance of the contract with the City. Any such disputes which impact the Project and which are left unresolved for more than one month shall be cause for the City to withhold and/or reduce invoice payments to the Contractor's Joint Venture or Association firms until the dispute is resolved.

50. Agreement Made in California; Venue

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

51. Construction

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

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 47.

53. Compliance with Laws

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

54. Services Provided by Attorneys

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

55. Reserved

56. Severability

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

57. Protection of Private Information

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

58. Time of Essence

Time is of the essence in this Agreement.

59. Technical Specifications

Fabrication. The Vehicles shall be designed, fabricated, and tested in accordance with Volume 2, entitled "Technical Specifications . for the Procurement of 30-ft, 40-ft and 60-ft Low Floor, Diesel Hybrid Coaches."

Omission. Notwithstanding the Technical Specifications or other data provided by the Project Manager, the Contractor shall have the responsibility of supplying all parts and details required to make these Vehicles complete and ready for service even though such details may not be specifically mentioned in the Specifications. Items that are installed by SFMTA shall not be the responsibility of the Contractor unless they are included in this Contract or should have been installed by the Contractor.

Design Review. . Prior to start of coach construction, the Contractor and the SFMTA Project Manager / Representative shall agree to the specific details of coach construction. These details shall include, but not be limited to, items such as: engineering and design details, test plans and procedures, training and manuals, sub-suppliers equipment, colors, wording, and placement of numbers and signs. Each decision not covered in these Specifications, whether affecting cost or not, shall be documented in a master resolution list.

Periodically, this document shall be incorporated into the Contract by modification. In cases where consensus cannot be reached, the opinion of the SFMTA Project Manager / Representative as to design details shall be administratively final unless clearly arbitrary or capricious. Disputes regarding cost and other matters shall be subject to the provisions of Section 48 of this Agreement,

When plans, drawings, requests for information, procedures or other contract deliverables are submitted to SFMTA for approval and/or comments, the Contractor shall delineate any deviations from the Contract specifications in such deliverables. SFMTA shall approve, disapprove and/or comment on such deliverables within 30 days

after receipt. However, no extension of time will be allowed for review of submittals that have been disapproved. Such disapproved submittals shall be resubmitted and will be reviewed and returned within 30 days after subsequent receipt. Neither review nor approval of any plans, drawings, procedures, other contract deliverables or the materials supplied under this contract shall in any way relieve the Contractor of its obligations to perform work under the provision of this Contract.

Preliminary Drawings. Preliminary drawings shall provide enough detail to conduct preliminary engineering evaluations of structural, electrical, mechanical, and other subsystems. Drawings shall show the general arrangement of equipment layout and subsystems and such detail as is necessary to give a comprehensive idea of the product contemplated.

Interchangeability All units and components procured under this Contract, whether provided by subcontractors or manufactured by the Contractor, shall be sufficiently similar in design, manufacture, and installation to assure interchangeability among coaches in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the coaches.

Materials/Accessories Responsibility. The Contractor shall be responsible for all materials and workmanship in the construction of the coach and all accessories used, whether the same are manufactured by the Contractor or purchased from a subcontractor. This provision excludes equipment leased or supplied by SFMTA, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the coaches.

Project Planning, Scheduling and Control

Introduction. This Section specifies the requirements for project planning, scheduling and progress reporting to be performed by the Contractor in conjunction with the Contract Work. Contractor shall employ Critical Path Method scheduling (CPM) for planning, scheduling and reporting all work required by the Contract Documents.

Descriptions of Submittals. Submittals will be provided in accordance with Technical Specifications Section 12.2.3.

60. Reserved

61. FTA Requirements

The provisions contained in "FTA Requirements for Procurement Contracts," attached as Exhibit 4, are incorporated into this Agreement. If there is any conflict between the FTA terms and conditions and any other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence.

62. Cooperative Drafting

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

63. Warranty

Contractor shall provide warranties of Vehicles, training, parts and special tools as described in Technical Specifications Section 10 (Warranty).

64. Title

Adequate documents for securing the title of the Vehicle shall be provided to the Project Manager at the time the Vehicle is delivered. Upon Acceptance or, in the case of a Vehicle being Conditionally Accepted, upon Conditional Acceptance of each Vehicle, the Contractor warrants that the title shall pass to the SFMTA free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character. Title to the spare parts to be delivered under this Contract shall vest in the SFMTA immediately upon Acceptance by the SFMTA.

65. Option Vehicles

All items purchased under the options shall be identical in every way to those purchased under the base Contract. Any changes to items or components furnished under the options are subject to approval by the City. All conditions, Technical Specifications, and requirements set forth in the base Contract documents shall apply to the items purchased under option unless otherwise specified in this section.

Options for Additional Coaches. At the option of the City, the Contractor shall provide between 1 and 30 30-ft low floor diesel hybrid buses, between 1 and 200 standard (40-ft) low floor diesel hybrid buses and between 1 and 163 low floor articulated diesel hybrid buses, in addition to the initial purchase(s). These options may be exercised at any time up to and including five years from the Effective Date, as defined in Section 3. The maximum quantities of buses that will be purchase for the subsequent years will be a shown in the Schedule of Prices. City, at its exclusive option, may assign all or a portion of this option to another transit agency. Such assignment shall be effectuated by an assignment agreement between the City and the transit agency, with notice to Contractor. The assignment agreement may be executed by the Director on behalf of City. These option coaches shall be provided at the bid price(s) quoted in:

Schedule 1 – Schedule of Prices 30-Ft Low Floor Series Diesel Hybrid Coaches - Item 1.

Schedule 1.1 – Schedule of Prices 30-Ft Low Floor Parallel Diesel Hybrid Coaches – Item 1.

Schedule 2 – Schedule of Prices 40-Ft Low Floor Series Diesel Hybrid Coaches - Items 1, 7, 8 and 9.

Schedule 2.1 – Schedule of Prices 40-Ft Low Floor Parallel Diesel Hybrid Coaches – Items 1, 7, 8 and 9.

Schedule 3 – Schedule of Prices 60-Ft Low Floor Series Diesel Hybrid Coaches - Items 7, 8 and 9

Schedule 3.1 – Schedule of Prices 60-Ft Low Floor Parallel Diesel Hybrid Coaches – Items 7, 8 and 9

Option for Additional Spare Parts. At the option of the City, Contractor shall provide additional spare parts (Item 8 on the Payment Schedule, Exhibit 2). Prices shall remain firm for 24 months after NTP.

66. Precedence of Contract Documents

Any inconsistency in requirements of the contract documents shall be resolved by giving precedence in the following order:

- (a) Executed Agreement
- (b) Technical Specifications
- (c) Warranty Provisions

67. Deliveries

Predelivery Tests and Inspections. Pre-delivery tests and inspections shall be performed prior to shipment to SFMTA. Such tests and inspections shall be performed in accordance with the procedures defined in Verification Section 21.3 of the Technical Specifications, and they may be witnessed by the SFMTA Resident Inspector. When a Coach passes these tests and inspections, the Resident Inspector shall authorize release of the Coach for shipment. Such authorization does not imply Acceptance of the Vehicle by SFMTA.

Delivery Procedure. Delivery shall be determined by signed receipt of the SFMTA Engineer at the point of delivery and may be preceded by a cursory inspection of the Vehicle. The point of delivery shall be:

30-Ft and 40-Ft Hybrid-Electric Diesel Coaches	60-Ft Hybrid-Electric Diesel Coaches
1095 Indiana Street San Francisco, California 94107	1940 Harrison Street San Francisco, California 94103

Contractor shall deliver Coaches during weekday working hours at a time mutually agreeable to SFMTA and Contractor, or as otherwise specified in writing by SFMTA, or as otherwise specified in writing by SFMTA. Contractor shall provide at least five Working Days notice to SFMTA prior to delivery. Delivery of the Coaches shall be F.O.B. point of delivery, freight pre-paid and allowed. Contractor shall ensure that all Coaches are fully operable when they are delivered. Contractor shall deliver a maximum of three (3) coaches per week.

Drivers shall keep a complete and accurate maintenance log en route, which shall be delivered to the SFMTA Project Manager / Representative with the coach. The log shall show the driver's compliance with the tire manufacturer's highway operating procedures. If the coaches are towed, the rear axle shafts shall be removed during the towing and re-coupled by the Contractor after arrival at the point of delivery. Contractor shall deliver each coach with a full tank of fuel and fully cleaned (exterior, interior, underside, and topside) prior to presentation for inspection. Also, if the coaches are towed from the Contractor's facility to SFMTA, highway-type tires shall be installed. Upon arrival at a SFMTA maintenance facility or within the City/County of San Francisco, Contractor, at its expense, shall install city-type tires.

Spare Parts Delivery Procedure. Contractor shall deliver Contract spare parts in two lots. Lot 1 shall be 50 percent of the quantity of spare parts listed in Schedules 1A, 2A or 3A of Exhibit 1. Lot 2 shall be the remaining quantity of spare parts listed in Schedules 1A, 2A or 3A of Exhibit 1. Composition of spare parts in each lot is subject to SFMTA approval. Contractor shall provide SFMTA with one-week advance notice before shipment of each lot of spare parts. Such notice shall include a packing list clearly identifying all parts and their quantity in the shipment.

Delivery shall be determined by signed receipt of the SFMTA representative at the point of delivery and may be preceded by a cursory inspection of the parts. Within 20 Days of delivery, SFMTA will issue a notification of acceptance, non-acceptance or Conditional Acceptance of the spare parts. The point of delivery shall be:

30-Ft and 40-Ft Hybrid-Electric Diesel Coaches	60-Ft Hybrid-Electric Diesel Coaches
1095 Indiana Street San Francisco, California 94107	1940 Harrison Street San Francisco, California 94103

Delivery of spare parts shall be F.O.B. point of delivery, freight pre-paid and allowed.

68. Acceptance Of Vehicles

Procedure.

Contractor shall ensure that the Coach’s underside is washed and cleaned prior to being presented to SFMTA for acceptance.

After arrival at the designated point of delivery, each Coach will undergo pre-Acceptance and Acceptance tests by SFMTA as defined in the Quality Assurance Section of the Technical Specifications. When a Coach passes all tests, SFMTA will provide written Acceptance of the Coach to the Contractor. Contractor shall transfer title to the Coach to the City on the day of Acceptance, or Conditional Acceptance, if the Coach is not fully Accepted. Acceptance of one Coach does not imply Acceptance of any other delivered Coaches.

If a Coach fails the Acceptance tests, the Coach shall not be Accepted until the repair procedures defined in Section 69, of this Agreement have been carried out and the Coach has been retested and passes all applicable tests. All deliveries of Coaches shall be halted whenever five or more Coaches have failed or have not been Accepted or Conditionally Accepted and are awaiting repairs or corrections.

After completion of post-delivery testing, SFMTA will issue a notification of Acceptance, non-Acceptance or Conditional Acceptance.

Conditional Acceptance. If a Coach does not meet all requirements for Acceptance, SFMTA may, at its exclusive option, “conditionally accept” the Coach and place it into revenue service, pending receipt of Contractor-furnished materials and/or labor necessary to effectuate corrective action for Acceptance. For any Conditionally Accepted Vehicle, payments shall be made as provided in Section 7 above.

Assumption of Risk of Loss. Prior to delivery as described in Section 67 of this Agreement,, and regardless whether title has passed to the City, the Contractor shall bear risk of loss of the Coach, including any damage sustained during transportation to the delivery site. Risk of loss will pass to the SFMTA upon delivery of each Coach except that loss or damage to the Coach resulting from acts or omissions of the Contractor shall be the responsibility of the Contractor until Acceptance of said vehicle.

Title . Adequate documents for securing the title for the Coach in the State of California shall be provided to the SFMTA Project Manager / Representative at the time the Coach is delivered. Unless full unencumbered title transfers earlier under Section 7.3, Item 1, upon acceptance of each Coach, title to each Coach shall pass to the City, which title Contractor warrants shall be free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims, and demands of any character.

Repairs Prior To Acceptance

The SFMTA Project Manager may require the Contractor, or its designated representative, to perform repairs after non-Acceptance or conditional Acceptance, or

the Contractor may request that the work be done by SFMTA personnel with reimbursement by the Contractor. Contractor shall inform SFMTA in advance of any modifications made to the Coach during the Acceptance period.

Repairs by Contractor. If the SFMTA Project Manager requires the Contractor to perform repairs after non-Acceptance of the Vehicle, the Contractor's representative must begin the repair within two Days after receiving notification from the SFMTA Project Manager of failure of Acceptance tests.

The Contractor shall provide, at its own expense, all spare parts, tools, and labor required to complete the repairs. At the SFMTA Project Manager option, the Contractor may be required to remove the Coach from SFMTA property while repairs are being effected. The Contractor shall then provide a space to complete the repairs, shall diligently pursue the repairs, and shall assume risk of loss while the Coach is under its control.

Repairs by SFMTA. If the SFMTA Project Manager agrees to a request by the Contractor for SFMTA to perform repairs on a Contractor-owned Coach prior to SFMTA Acceptance, SFMTA shall correct or repair the defect using parts supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the SFMTA Project Manager to the Contractor for actual cost reimbursement of parts. The Contractor shall provide forms for these reports.

If the Contractor supplies parts for repairs being performed by SFMTA before Acceptance of the Coach, Contractor shall ship these parts prepaid to SFMTA within ten working days after receipt of the request for the parts. The Contractor may request that defective components covered by this provision be returned to the manufacturing plant. Contractor shall bear all expenses for supplying such parts and for any associated costs.

Contractor shall reimburse SFMTA for all costs of labor and materials (including taxes) for repairs made or caused to be made by SFMTA. If SFMTA performs the repairs itself, the amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current technician's hourly overtime wage rate, which includes fringe benefits and overhead, plus the cost of towing the Coach if such action was necessary. If SFMTA requires the service of an outside repair facility, Contractor shall reimburse SFMTA for all such repair invoices. Contractor shall also reimburse SFMTA for administrative costs incurred in performing the repairs. The use of SFMTA labor will not relieve the Contractor from the responsibility to ensure that repairs are carried out in accordance with proper procedures.

SFMTA may deduct the cost of repairs from any monies due or that may become due to the Contractor under the Agreement, or if such monies are insufficient, the Contractor or its surety shall pay to the SFMTA any deficiency.

69. Unavoidable Delays

Definition. An Unavoidable Delay is an interruption of the work beyond the control of the Contractor, which the Contractor could not have avoided by the exercise of care, prudence, foresight, and diligence. Such delays include and are limited to acts of God; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes and lockouts; freight embargoes; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the City insofar as they necessarily require additional time in which to complete the entire work; the prevention by the City of the

Contractor's commencing or prosecuting the work. The duration of said Unavoidable Delays shall be limited to the extent that the commencement, prosecution, and completion of the work are delayed thereby, as determined by the City.

Notification of Delay. The Contractor shall notify SFMTA as soon as the Contractor has, or should have, knowledge that an event has occurred that will delay deliveries. Within five calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

Request for Extension. The Contractor agrees to supply, as soon as such data are available, any reasonable proof that is required by SFMTA to make a decision on any request for extension. SFMTA shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. SFMTA shall notify the Contractor of its decision in writing.

The granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or of any other rights to which the City is entitled.

70. MacBride Principles—Northern Ireland

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

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

CITY

CONTRACTOR

San Francisco Municipal
Transportation Agency

Edward D. Reiskin
Director of Transportation

Approved as to Form:

Dennis J. Herrera
City Attorney

[name of authorized representative]
[title]
[address]

City vendor number:

By _____
David A. Greenburg
Deputy City Attorney

San Francisco Municipal
Transportation Agency
Board of Directors

Resolution No. _____

Dated: _____

Attest:

Secretary

Board of Supervisors

Resolution No. _____

Dated: _____

Attest:

Clerk

Exhibit 1
Form I-A Schedule of Prices

City is exempt from federal excise taxes. State, local sales, and use taxes are not 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.

(Final contract will include the actual schedule of prices)

Exhibit 2
PAYMENT SCHEDULE

(Final contract will include the actual payment schedule)

Exhibit 3: PROJECT DELIVERY SCHEDULE

(Final contract will include the actual delivery schedule)

EXHIBIT 4
FTA REQUIREMENTS FOR PROCUREMENT CONTRACTS

I. DEFINITIONS

A. Approved Project Budget means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the City is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.

B. Contractor means the individual or entity awarded a third party contract financed in whole or in part with Federal assistance originally derived from FTA.

C. Cooperative Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.

D. Federal Transit Administration (FTA) is an operating administration of the U.S. DOT.

E. FTA Directive includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.

F. Grant Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.

G. Government means the United States of America and any executive department or agency thereof.

H. Project means the task or set of tasks listed in the Approved Project Budget, and any modifications stated in the Conditions to the Grant Agreement or Cooperative Agreement applicable to the Project. In the case of the formula assistance program for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. §§ 5307, 5310, and 5311, respectively, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require, to effectuate the requirements of the Grant Agreement or Cooperative Agreement.

I. Recipient means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the City.

J. Secretary means the U.S. DOT Secretary, including his or her duly authorized designee.

K. Third Party Contract means a contract or purchase order awarded by the Recipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.

L. Third Party Subcontract means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.

M. U.S. DOT is the acronym for the U.S. Department of Transportation, including its operating administrations.

II. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the City and County of San Francisco, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i)(11).

IV. DEBARMENT AND SUSPENSION (Contracts over \$25,000)

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

The certification in this clause is a material representation of fact relied upon by the San Francisco Municipal Transportation Agency ("SFMTA"). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Parts 180, Subpart C and 1200, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any

obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. CIVIL RIGHTS

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

B.1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOT) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

B.2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

B.3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

VII. DBE/SBE ASSURANCES

Pursuant to 49 C.F.R. Section 26.13, the Contractor is required to make the following assurance in its agreement with SFMTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SFMTA deems appropriate.

VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS *(applicable to non-construction contracts in excess of \$100,000 that employ laborers or mechanics on a public work)*

A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages - The City and County of San Francisco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

IX. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

X. CLEAN WATER REQUIREMENTS *(applicable to all contracts in excess of \$100,000)*

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XI. CLEAN AIR *(applicable to all contracts and subcontracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.)*

A. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XII. PRIVACY

If Contractor or its employees administer any system of records on behalf of the Federal Government, Contractor and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act). Specifically, Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Government. Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

XIII. DRUG AND ALCOHOL TESTING

To the extent Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

XIV. TERMINATION FOR CONVENIENCE OF CITY *(required for all contracts in excess of \$10,000)*
See Agreement Terms and Conditions.

XV. TERMINATION FOR DEFAULT *(required for all contracts in excess of \$10,000)*

See Agreement Terms and Conditions.

XVI. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (\$100,000 or less) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

XVII. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

The Contractor agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

XVIII. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

XIX. BUS TESTING *(applies to contracts for rolling stock)*

To the extent applicable, the Contractor (or Manufacturer) agrees to comply with the requirements of 49 U.S.C. § 5323(c) and FTA implementing regulations at 49 CFR Part 665, and shall perform the following:

A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Recipient at a point in the procurement process specified by the Recipient which will be prior to the Recipient's final acceptance of the first vehicle.

B. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Recipient prior to Recipient's

final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

D. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

XX. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

To the extent applicable, Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(l) and FTA implementing regulations at 49 CFR Part 663, and to submit the following certifications:

A. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that are planned to take place and actually took place at the final assembly point and the cost of final assembly.

B. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications and provide information and access to Recipient and its agents to enable them to conduct post-award and post-delivery audits.

C. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

XXI. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

XXII. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

XXIII. NATIONAL ITS ARCHITECTURE POLICY (*Applicable to contracts for ITS projects*)

If providing Intelligent Transportation Systems (ITS) property or services, Contactor shall comply with the National ITS Architecture and standards to the extent required by 23 U.S.C. § 512, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, et seq., January 8, 2001, and later published policies or implementing directives FTA may issue.

XXIV. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

XXV. TEXTING WHILE DRIVING; DISTRACTED DRIVING

Consistent with Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, SFMTA encourages Contractor to promote policies and initiatives for employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

XXVI. SEAT BELT USE

In compliance with Executive Order 13043 "Increasing Seat Belt Use in the United States", April 16, 1997 23 U.S.C. Section 402 note, the SFMTA encourages Contractor to adopt and promote on-the-job seat belt use policies and programs for its

employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

VI- APPENDICES

APPENDIX A: CERTIFICATIONS

1. BUY AMERICA REQUIREMENTS
2. ATTESTATION OF COMPLIANCE
3. CERTIFICATION REGARDING LOBBYING
4. BUSINESS TAX CERTIFICATE REQUIREMENT
5. BUSINESS TAX DECLARATION
6. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS
7. DECLARATION: NONDISCRIMINATION IN CONTRACTS

1. BUY AMERICA REQUIREMENTS

Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of 49 CFR Part 661. Bidder shall only sign one certification.

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

2. 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: _____

1. I attest that I and all members of the firm listed above will and have complied to date with Section 13.M of the RFP. Yes
2. I understand that if my firm or any members of the firm listed above are found to be in violation of the Section 13.M 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 _____

3. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant or Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant or Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 19_____.

By: _____
(signature of authorized official)

(title of authorized official)

4. BUSINESS REGISTRATION CERTIFICATE REQUIREMENT

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

General

To receive an award, a Contractor must have a current Business Registration Certificate or else not be required to register. The registration fee is \$25, \$150, \$250 or \$500, depending on the type and size of your business. The fee (except the \$25 fee) may be pro-rated for new registrations, depending on when during the year you started conducting business in San Francisco, and is based on estimated tax liability for your payroll expense. To determine your registration fee go online to: www.sfgov.org/Tax/BusinessForms and select "Understanding the S.F. Business Registration Certificate." In addition, every entity "conducting business in San Francisco" must file a combined Payroll Expense Tax Statement and Business Registration renewal annually. Effective January 1, 2009, businesses with a computed tax of \$3,750 or less are exempt from paying payroll expense tax provided the statement is filed on time.

Who must obtain a Business Registration Certificate?

Any business that is located or conducting business in San Francisco.

What is "conducting business in San Francisco"?

If an entity answers "yes" to any of Items 1-8 on the next section, it is considered to be "conducting business in San Francisco."

Are there exceptions?

Yes. An entity receiving rental income solely from one cooperative housing corporation, one residential structure of fewer than 4 units, or one residential condominium shall not be deemed to be engaging in business.

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

- If the entity "conducts business in San Francisco," a registration certificate is required. See Items 1-8 on the reverse.
- Entities that do not "conduct business in San Francisco" (excluding government agencies) must sign and return the Declaration.

What's involved in obtaining a registration certificate?

Sample Agreement
SFMTA Contract No. CPT 713

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

How do I apply for and obtain the certificate?

Complete an application form and submit it along with the appropriate registration fee in person or by mail to:

Office of the Treasurer & Tax Collector
ATTN: Taxpayer Assistance
City Hall, Room 140
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4696

There are two different application forms, one for Sole Proprietorships and one for all other ownership types. Both applications are available in person at the address above or online at: www.sfgov.org/Tax/BusinessForms

Do Company Divisions, Parents and Subsidiaries have to register separately?

That depends on a company's individual situation. Contact the Tax Collector at (415) 554-6718 or 554-4400 for more information.

Can I do business with the City without a certificate?

As a rule, if you do not "conduct business in San Francisco" as outlined on the reverse, you are not required to obtain a Business Registration Certificate. The City can make purchases from businesses only in the following situations:

- The entity conducts business in San Francisco and has registered and possesses a current Business Registration Certificate.
- The entity does not conduct business in San Francisco and has signed and submitted the Declaration.
- The entity is a government agency.
- There is an emergency. Although OCA can award the contract, the Contractor may be subject to business taxes and required to possess a certificate.

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

What if my application is pending during a bid evaluation?

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

What if I currently “do not conduct business in San Francisco,” but would register if I win this bid?

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

What must I file?

Unless you previously submitted this form, fax it to the Treasurer & Tax Collector at (415) 554-6207 or mail it to Treasurer & Tax Collector, City Hall, Room 140, #1 Carlton B Goodlett Place, San Francisco, CA 94102-4696.

If you are bidding on a City contract, you must resolve any Business Tax issues before the contract can be awarded to you. That means either registering with the Tax Collector if you are required to do so, or submitting this form showing that you are not required to register.

What if I have submitted this form previously?

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

What if I don't have a City Contractor number yet?

You need to get one before submitting this form. To do that, go to <http://www.sfgov.org/site/oca>. Click on “Required Contractor Forms,” download the IRS Form W-9 and New Contractor Number Request Form and fax them to the Controller at (415) 554-6261.

For more information:

For information on how to apply for the certificate, call the Tax Collector's Office at (415) 554-6718 or 554-4400. For information on your eligibility to receive a particular award, call the Office of Contract Administration at (415) 554-6743

5. BUSINESS TAX DECLARATION

Please indicate "Yes" or "No" by marking the boxes on Items 1-8, based on your company's situation as of now, whether a contract is signed or not. If any answers would change for your company if awarded a bid that is pending, see the last paragraph in this column*.

Do you conduct business in San Francisco?

- | Yes | No | <u>Does the business entity currently...</u> |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Maintain a fixed place of business within San Francisco? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Exercise corporate or franchise powers within San Francisco? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Own or lease real property within San Francisco for business purposes? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Regularly maintain a stock of tangible personal property for sale in San Francisco? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Employ or loan capital on property within San Francisco? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Solicit business within San Francisco for all or part of any seven days during one fiscal year? |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Perform work or render services within San Francisco for all or part of any seven days during one fiscal year? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Utilize the street within San Francisco in connection with the operation of motor vehicles for business purposes for all or part of any seven days during one fiscal year? |

- If you indicated "Yes" to any of Items 1-8, you must complete Items 9-15 in this Declaration and **must register immediately**.
- If you answered "No" to **all** Items 1-8, ordinarily you are not conducting business in San Francisco. In this case, you need not register with the Tax Collector and may omit items 9-15, but you **must sign and return** this Declaration, which is subject to review by the Tax Collector.

* If the awarding of a bid would cause any of the responses to items 1-8 to change to "Yes," indicate those item numbers here:

- 1 2 3 4 5 6 7 8

If awarded a bid, an application for a Business Registration Certificate must be submitted within 15 days of the effective date.

Tax-exempt Entities, Banks, Insurance Companies, Others

If you answer "Yes" to any of Items 9-12, you still need to register but need not pay the registration fee. To register, you must submit proof of tax-exempt status to the Tax Collector, with other forms. For non-profit entities, proof is usually an exemption letter from the IRS, noting §501(c) or (d) of the Internal Revenue Code.

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 9. This is a non-profit, tax-exempt entity. |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. This entity is a bank or an insurance company. If "Yes," indicate your type of business:

_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. This entity is a skilled nursing facility licensed under Title 22, CA Admin. Code, Div. 5. |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Other Exemptions. See Francisco Business and Tax Regulations Code Article 12A, Section 906(d) to (f), available online at: www.sfgov.org/BTRcode |

Applying for a Business Registration Certificate

If you answered "Yes" to any of Items 1-8, check item 13, 14, or 15 and complete any applicable blanks. If no item is checked, or if the Declaration is not signed, this will constitute a basis for OCA to reject the bid.

- 13. This entity has registered with the Tax Collector and is assigned Certificate Number:
_____ (6 digits, e.g., "123456").
- 14. This entity applied for a Certificate by mailing the application and fee to the Tax Collector, or by submitting the application in person, on _____ (mm-dd-yyyy)
The application is pending.
(NOTE: Completing this Declaration is not the same as applying for a Business Registration Certificate.)
- 15. This entity needs to register and will do so immediately.

.....
I understand that my representation, if any, that I am not engaged in business in San Francisco is subject to review by the Tax Collector. If the Tax Collector determines that I am conducting business in San Francisco, the City may either cancel the contract or withhold payment ten days after written notification by the Tax Collector. I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20_____, at _____, _____,
(City) (State)

Name of company (please print)

Signature

City Contractor number (see reverse for how to obtain one)

Name of person signing

Mailing address

Telephone

City, State, ZIP
(FEIN)

Federal Employer Identification Number

Routing:

- Please **fax this P-25 form to** (415) 554-6207, or you may mail it to: Treasurer & Tax Collector, City Hall, Room 140, #1 Carlton B. Goodlett Place, San Francisco, CA 94102-4696.
- If you are registering, obtain an application from the Tax Collector's website (http://sfgov.org/tax/business_forms). Include this form.
- If you submitted this form previously and if your business tax status has not changed, discard this form.

Questions:

...regarding how to apply for a certificate, call the Tax Collector at (415) 554-6718 or (415) 554-4400.

... regarding a bid, call the Office of Contract Administration at (415) 554-6743.

6. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29

Company Name: _____

Date: _____

Signature: _____

Title: _____

7. DECLARATION SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 12B NONDISCRIMINATION IN CONTRACTS

A What is Chapter 12B of the Administrative Code?

Chapter 12B of the S.F. Administrative Code is entitled "Nondiscrimination in Contracts," and requires companies providing products or services to, or acquiring a real property interest from, City government to agree not to discriminate against specified groups for specified reasons, and to include a similar provision in subcontracts and other agreements. Those provisions are the subject of this form. The text of Chapter 12B is posted on the Web at: www.sfhumanrights.org/lgbth.

If you cannot fulfill all the requirements of Chapter 12B, the City cannot do business with you, except under very limited circumstances. (See Sec. 12B.5-1.)

Chapter 12B also requires contractors to submit workforce reports and affirmative action plans to the City for review. Those documents, however, are **not** related to this Information Sheet or Declaration and are considered separately on a bid-by-bid basis.

The Human Rights Commission is the City department responsible for enforcing the provisions of Chapter 12B.

B. What City Contracts are covered by Chapter 12B?

- Contracts where the City purchases products, services or construction.
- Leases of property owned by the City. In these cases, the City is the landlord.
- Concessions or franchisees granted by the City.

C. What are the specified groups?

You may not discriminate against:

- your employees
- an applicant for employment
- any employee of City government
- a member of the public having contact with you.

D. What are the prohibited types of discrimination?

You may not discriminate against the specified groups for the following reasons (see Question 1a on reverse):

- race
- creed
- ancestry
- sex
- sexual orientation
- HIV status
- In the provision of benefits, discriminating between employees with spouses and employees with
- Color
- national origin
- age
- disability
- gender identity (transgender status)

domestic partners, or between the spouses and domestic partners of employees, subject to the conditions listed in F.2 below.

E. How are subcontracts affected?

For any subcontract, sublease, or other subordinate agreement you enter into which is related to a contract you have with the City, you must include a nondiscrimination provision as required by Sec. 12B.1(a) and 12B.2. (See Question 1b on reverse.) The subcontracting provision need not include nondiscrimination in benefits as part of the nondiscrimination requirements. If you're unsure whether a contract qualifies as a subcontract, contact the City department administering the (prime) contract. "Subcontract" also includes any subcontract of your subcontractor for performance of 10% or more of the subcontract.

A. Nondiscrimination in benefits for spouses and domestic partners

1. Who are domestic partners?

If your employee and another person are currently registered as domestic partners with a state, county or city which authorizes such registration, then those two people ARE DOMESTIC PARTNERS. It doesn't matter where the domestic partners now live, or whether they are a same-sex couple or an opposite-sex couple.

2. What is nondiscrimination in benefits?

You must provide the same benefits to employees with spouses and employees with domestic partners, and to spouses and domestic partners of employees, subject to the following qualifications (see Question 2c on reverse):

- If your cost of providing a benefit for an employee with a domestic partner exceeds that of providing it for an employee with a spouse, or vice versa, you may require the employee to pay the excess cost.
- If you are unable to end discrimination in benefits, despite taking all reasonable measures to do so, you must provide the employee with a cash equivalent. This qualification is intended to address situations where your benefits provider will not provide equal benefits and you are unable to find an alternative source. (See Question 2d on reverse.)
- The law does not require any benefits be offered to spouses or domestic partners. It does require, however, that whatever benefits are offered to spouses be offered equally to domestic partners, and vice versa.

3. Examples of benefits

The law is intended to apply to all benefits offered to employees with spouses and employees with domestic partners. A sample list appears in Question 2c on reverse.

B. Form required

Complete the other side of this form to tell the City whether you comply with Chapter 12B's nondiscrimination requirements. After June 1, 1997, when a contract is amended or when a new contract is awarded, the City will require you to complete the form. All parties to a Joint Venture must submit separate Declarations.

Please submit an original of the Declaration and keep a copy for your records. If a City department should ask you to complete the form again, you may submit a copy of the form you originally submitted, unless you are advised otherwise.

C. Attachments

If you provide equal benefits, as indicated by your answers to Question 2c on reverse, **YOU MUST ATTACH DOCUMENTATION TO THIS FORM**, unless documentation does not exist. See item 3, "Documentation for Nondiscrimination in Benefits," on reverse. If documentation does not exist, attach an explanation (e.g., some of your policies are informal and unwritten).

D. If your answers change

If, after you submit the Declaration, your company's nondiscrimination policy or benefits change such that the information you provided to the City is no longer accurate, you must advise the City promptly by submitting a new Declaration.

1. Nondiscrimination Protected Classes

- a. Is it your company's policy that you will **not** discriminate against your employees, applicants for employment, employees of the City, or members of the public for the following reasons:

	<u>Yes</u>	<u>No</u>
• race	_____	_____
• sex	_____	_____
• color	_____	_____
• creed	_____	_____
• national origin	_____	_____
• ancestry	_____	_____
• age	_____	_____
• disability	_____	_____
• sexual orientation	_____	_____
• gender identity (transgender status)	_____	_____

- HIV status _____
- b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? _____

If you answered "no" to any part of 1a, or 1b, the City cannot do business with you.

Item 2 does not apply to subcontracts or subcontractors.

2. Nondiscrimination – Spousal and Domestic Partner Benefits

- a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees? _____
- b. Do you provide, or offer access to, any benefits to employees with domestic partners (DPs) or to domestic partners of employees? _____

If you answered "no" to both 2a and 2b, skip 2c and 2d, and sign, date and return the form. If you answered "yes" to 2a or 2b, continue to 2c.

- c. If "yes," please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide.

	<u>Yes for Spouses</u>	<u>Yes for DPs</u>	<u>No</u>
Medical (health, dental, vision)	_____	_____	_____
Pension	_____	_____	_____
Bereavement	_____	_____	_____
Family leave	_____	_____	_____
Parental leave	_____	_____	_____
Employee assistance programs	_____	_____	_____
Relocation and travel	_____	_____	_____
Company discounts, facilities, events	_____	_____	_____
Credit union	_____	_____	_____
Child care	_____	_____	_____
Other _____	_____	_____	_____
_____	_____	_____	_____

d. If you answered "yes" to 2a or 2b, and in 2c indicated that you **do not provide equal benefits**, you may still comply with Chapter 12B if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

Yes No

(1) Have you taken all reasonable measures? _____

(2) Do you provide a cash equivalent? _____

1.3.Documentation for Nondiscrimination in Benefits

If you answered "yes" to any part of Question 2c or to Question 2d, **you must attach to this form** those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or 2d. Please include the policy sections which list the benefits for which you indicated "yes" in Question 2c. **If documentation does not exist**, attach an explanation, e.g., some of your personnel policies are informal and unwritten. If you answered "yes" to Question 2d(1), complete and attach form HRC-12B-102, "Nondiscrimination in Benefits—Documentation of Reasonable Measures," available from the Human Rights Commission. **You need not document your "yes" answer to Question 1a or 1b.**

I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 19 ____, at _____, _____.
(City) (State)

Name of Company (please print)
etc.

Mailing Address for General Correspondence, P.O.

Signature

City, State, ZIP

Name of Signatory (please print)

Remittance Address, if different

Title

City, State, ZIP

Telephone Number

Federal ID or Social Security Number

Vendor Number (if known)

Check here if your address has changed.

Check here if your organization is nonprofit.

Approx. number of employees in the U.S.:

Return this form to: HRC,25 Van Ness Ave., Suite 800, San Francisco 94102-6033, or to the department which sent the form to you if the department so requests.

HRC-12B-101 (4-97)

APPENDIX B: WORKSHEETS

1. For 30-Ft Low Floor Diesel Hybrid Coaches
 - 1A. Technical Proposal Worksheet For 30-Ft Low Floor Diesel Hybrid Coaches
 - 1B. Follow-up Service Worksheet For 30-Ft Low Floor Diesel Hybrid Coaches
 - 1C. Delivery Schedule Worksheet For 30-FT Low Floor Diesel Hybrid Coaches

2. For 40-Ft Low Floor Diesel Hybrid Coaches
 - 2A. Technical Proposal Worksheet For 40-Ft Low Floor Diesel Hybrid Coaches
 - 2B. Follow-up Service Worksheet For 40-Ft Low Floor Diesel Hybrid Coaches
 - 3C. Delivery Schedule Worksheet For 40-FT Low Floor Diesel Hybrid Coaches

3. For 60-Ft Low Floor Diesel Hybrid Coaches
 - 3A. Technical Proposal Worksheet For 60-Ft Low Floor Diesel Hybrid Coaches
 - 3B. Follow-up Service Worksheet For 60-Ft Low Floor Diesel Hybrid Coaches
 - 3C. Delivery Schedule Worksheet For 60-FT Low Floor Diesel Hybrid Coaches

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

Bus Manufacturer: _____

Bus Model Number: _____

1. Dimensions

A. Overall Length

- i. Over Bumpers _____ Feet _____ Inches
- ii. Over Body _____ Feet _____ Inches

B. Overall Width

- i. Over Body excluding mirrors and lights _____ Inches
- ii. Over body including mirrors _____ Inches
- iii. Over tires _____ Inches

C. Overall Height

- i. Excluding Roof-Mounted H&V System _____ Inches
- ii. Including Roof-Mounted H&V System _____ Inches

D. Angle of Approach

_____ Degrees

E. Angle of Departure

_____ Degrees

F. Breakover Angle

_____ Degrees

G. Doorway Clear Opening

With Grab Handles No Grab Handles

Width

Width

Height

- i. Front Door _____ In. _____ In. _____ In.
- ii. Rear Door _____ In. _____ In. _____ In.

K. Interior Head Room (center of aisle)

- i. First Axle Location _____ Inches
- ii. Drive Axle Location _____ Inches

L. Aisle Width

- i. Minimum Width on Floor Between First Axle Wheel Housings _____ Inches
- ii. Minimum Width on Floor Between Second Axle Wheel Housings _____ Inches

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

- iii. Minimum Aisle Width Between Longitudinal Seats _____ Inches
- iv. Minimum Aisle Width Between Transverse Seats _____ Inches

- M. Minimum Ground Clearance
 - i. Excluding Axles _____ Inches
 - ii. At Axles _____ Inches

- N. Turning Envelope
 - i. Outside Body Corner Turning Radius Including Bumper _____ Inches
 - ii. Inside Turning Radius _____ Inches

- O. Wheel Base
 - i. First axle to Drive axle _____ Inches

- P. Track
 - i. First axle measured center of tire to center of tire _____ Inches
 - ii. Drive axle measured center of dual tires to center of dual tires _____ Inches

- Q. Overhang, Centerline of Axle Over Bumper
 - i. Front _____ Inches
 - ii. Rear _____ Inches

- R. Floor
 - i. Interior Length _____ Feet _____ Inches
 - ii. Interior Width _____ Feet _____ Inches
 - iii. Height of floor from ground level at front doors _____ Inches
 - iv. Height of floor from ground level at back doors _____ Inches

- S. Capacity
 - i. Total Number of Passenger Seats _____
 - ii. Total Number of Standing Passengers _____

2. <u>Bus Weight</u>	Curb Weight	Curb Weight plus Seated Load	Curb Weight plus Gross Load (GVWR)
A. First Axle	_____ lbs.	_____ lbs.	_____ lbs.
B. Drive Axle	_____ lbs.	_____ lbs.	_____ lbs.
C. Total	_____ lbs.	_____ lbs.	_____ lbs.

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

3. Bicycle Rack Provision

- A. Manufacturer _____
- B. Model _____

4. Paint

- A. Manufacturer _____
- B. Type _____

5. Windshield Wipers and Washer

- A. Manufacturer _____
- B. Type _____
- C. Reservoir Capacity _____ gal.

6. Bumpers

- A. Manufacturer _____
- B. Type _____

7. Floor

- A. Subfloor
 - i. Material _____
 - ii. Thickness _____
- B. Floor Covering
 - i. Manufacturer _____
 - ii. Thickness _____

8. Windows

- A. Passenger Windows
 - i. Manufacturer _____
 - ii. Number of Windows _____
 - iii. Dimensions of Windows _____ in. (width) x _____ in. (height)
 - iv. Total Window area (Street side) _____ sq. in.
 - v. Total Window area (Curb side) _____ sq. in.

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

- B. Rear Window
 - i. Dimensions of Windows _____ in. (width) x _____ in. (height)

9. Door System

- A. Manufacturer _____
- B. Model _____
 - i. Front door _____
 - ii. Rear door _____
- C. Open/Close Mechanism (air, electric, spring, other)
 - i. Front door _____
 - ii. Rear door _____

10. Exterior Lighting

- A. LED Lights Manufacturer _____
- B. Deceleration Lighting System
Manufacturer and Model Number _____

11. Interior Lights

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Number of Fixtures _____
- E. Size of Fixtures _____
- F. Power Supplies (Ballasts) _____

12. Heating and Ventilating Equipment

- A. Heating System Capacity _____ B.T.U.
- B. Ventilating Capacity _____ cfm per passenger
- C. Heater Cores
 - i. Manufacturer & Model _____
 - ii. Number of Rows _____
 - iii. Number of Fins per Inch _____

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

- iv. Outer Diameter of Tube _____ In.
- v. Fin Thickness _____ In.
- vi. Number of Heater Cores _____
- D. Heater Blowers
 - i. Manufacturer & Model _____
 - ii. Horsepower _____
 - iii. Speed(s) _____
 - iv. Capacity _____ cfm
- E. Controls
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
- F. Heating Equipment Location _____ Above Engine Compt. _____ Roof
 _____ Under Floor _____ Other (describe)

13. Wheelchair Ramp Equipment

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Capacity _____ lbs.
- E. Dimensions
 - i. Width of Ramp _____ In.
 - ii. Length of Ramp _____ In.
- F. Cycle Times

	Normal Idle	Fast Idle
i. Stowed to Ground	_____ Sec.	_____ Sec.
ii. Ground to Stow	_____ Sec.	_____ Sec.
iii. Total Cycle	_____ Sec.	_____ Sec.
- G. Weight of Complete Ramp _____ lbs.

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

14. Passenger Seat

- A. Manufacturer _____
- B. Type _____
- C. Seat Material _____
- D. Seat Insert Material _____
- E. Minimum Hip-to-Knee Room _____
- F. Minimum Foot Room _____

15. Destination Signs

- A. Manufacturer _____
- B. Size

	Rows	Columns
i. Front Destination Sign	_____	_____
ii. Curb Side Destination Sign	_____	_____
iv. Rear Destination Sign	_____	_____
v. Dash Mount Run Number Sign	_____	_____

16. Voice Annunciation System

- A. Manufacturer _____
- B. Model Number _____

17. Public Address System

- A. Microphone Manufacturer and Model _____
- B. Amplifier Manufacturer and Model _____
- C. Number of Speaker(s)

	Inside	Outside
	_____	_____

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

18. Surveillance Camera System

- A. Manufacturer _____
- B. Number of Cameras _____
- C. Digital Disk Storage Capacity _____ hr.

19. Automatic Passenger Counter

- A. Manufacturer _____
- B. Model Number _____

20. Driver's Area

- A. Steering Wheel
 - i. Manufacturer _____
 - ii. Model Number _____
 - iii. Size _____
- B. Operator's Seat
 - i. Manufacturer _____
 - ii. Model Number _____
- C. Driver Heater/Defroster
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
 - iv. Capacity _____ B.T.U.
 - v. Blower Speed(s) _____
- D. Windshield
 - i. Dimensions (Length x Height) _____ in. x _____ in.
 - ii. Number of Sections _____
 - iii. Material _____
 - iv. Thickness _____ Inches
- E. Driver's Side Window
 - i. Dimensions (Length x Height) _____ in. x _____ in.

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

ii. Number of Sections	_____	
iii. Material	_____	
iv. Thickness	_____	
F. Side Mirrors	Curb Side	Street Side
i. Manufacturer(s)	_____	_____
ii. Model Number(s)	_____	_____
G. Storage Locker		
i. Number of Lockers	_____	
ii. Size	_____ Cu. Ft.	
iii. Location	_____	

21. Engine

A. Manufacturer	_____		
B. Type	_____		
C. Model Number	_____		
D. Number of Cylinders	_____		
E. Bore	_____ In.		
F. Stroke	_____ In.		
G. Displacement	_____ Cu. In.		
H. Compression Ratio	_____		
I. Injector Size & Type	_____		
J. Power	_____ HP (_____ kW) at _____ rpm		
K. Peak Torque	_____ lb. ft.(_____ Nm)at _____ rpm		
L. Engine Speed at	Idle	Fast Idle	Governed
	_____ rpm	_____ rpm	_____ rpm
M. Dry Weight	_____ lbs.		
N. Crankcase Oil Capacity			
i. New Engine, Dry	_____ gals.		
ii. New Engine, Wet	_____ gals.		
O. Turbo Charger			
i. Manufacturer	_____		

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

ii. Type _____

iii. Maximum rpm, not at load _____ rpm

iv. Maximum rpm, at full load _____ rpm

22. Cooling System

A. Radiator

i. Manufacturer _____

ii. Type _____

iii. Model Number _____

iv. Core Area _____ in. x _____ in. = _____ in²

v. Number of Tubes _____

vi. Tube Outer Diameter _____ In.

vii. Fins per Inch _____

viii. Fin Thickness _____ In.

ix. Fin Construction _____

B. Total Cooling System Capacity _____ gals.

C. Radiator Fan Speed Control Type _____

D. Surge Tank Capacity _____ gals

E. Surge Tank Material _____

F. Engine Thermostat Temperature Settings _____ Degrees F

G. Overheat Alarm Temperature Sending Unit Settings _____ Degrees F

H. Maximum Ambient Operating Temperature _____ Degree F

23. Propulsion Generator

A. Manufacturer _____

B. Type _____

C. Size _____

D. Weight, Complete _____ lbs.

E. Power Output _____

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

24. Traction Motor

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- F. Oil Capacity (including heat exchanger) _____ gal.

25. Energy Storage

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Weight, Complete _____ lbs.
- E. Power Output _____
- F. Cooling Requirement _____

26. Energy Storage Controller

- A. Manufacturer _____

27. Propulsion Control System

- A. Manufacturer _____
- B. Cooling Media _____
- C. Cooling Requirement _____

28. Axle

- A. First Axle
 - i. Manufacturer & Model Number _____
 - ii. Type _____
 - iii. Rating _____
- B. Drive Axle Ratio
 - i. Differential Ratio _____

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

- F. Brake Pad Manufacturer _____
- G. First Axle Brake Pad Identification
 - i. Forward _____
 - ii. Reverse _____
- H. Drive Axle Brake Pad Identification
 - i. Forward _____
 - ii. Reverse _____
- I. Brake Pads _____
- J. Brake Pad Size

	Length		Width
i. First Axle	_____ In.		_____ In.
ii. Drive Axle	_____ In.		_____ In.
- K. Pad Thickness _____
- L. Pad Area per Wheel
 - i. First Axle _____ Sq. In.
 - ii. Drive Axle _____ Sq. In.
- M. Anti-Lock Brake System Manufacturer _____

31. Air System

- A. Air Compressor
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
 - iv. Capacity at Idle _____ cfm
 - v. Capacity at Maximum Speed _____ cfm
 - vi. Maximum Warranted Speed _____ rpm
 - vii. Idle Speed _____ rpm
 - viii. Drive Type _____
- B. Air Reservoir Capacity
 - i. Supply Reservoir _____ Cu. In.
 - ii. Primary Reservoir _____ Cu. In.
 - iii. Secondary Reservoir _____ Cu. In.

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

- iv. Parking Reservoir _____ Cu. In.
- v. Accessory Reservoir _____ Cu. In.
- vi. Other Reservoir _____ Cu. In.

C. Air Dryer

- i. Manufacturer _____
- ii. Model Number _____

32. Fuel System

A. Fuel Tank

- i. Manufacturer _____
- ii. Size _____
- iii. Material _____

B. Filler

- i. Manufacturer _____
- ii. Model Number _____

33. Hydraulic System

A. Fan Drive

- i. Manufacturer _____
- ii. Type _____
- iii. Model Number _____

B. Power Steering

- i. Steering Gear Manufacturer _____
- ii. Type _____
- iii. Relief Pressure _____ psi
- iv. Power Steering Fluid Capacity _____ qts.
- v. Effort at Steering Wheel
(Unloaded stationary coach
on dry asphalt pavement) _____ lbs.

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

34. Wheels

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Mounting _____

35. Tires

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Load Range _____
- E. Inflation Pressure 1st Axle p.s.i. Drive Axle p.s.i.

36. Starter

- A. Manufacturer _____
- B. Model Number _____
- C. Tank volume _____

37. Fire Detection/Suppression System

- A. Manufacturer _____
- B. Model Number _____
- C. Dry Chemical Tank Capacity _____ lbs.
- D. Expellant Gas Tank Capacity _____

38. Chassis Electrical

- A. Multiplex System
 - i. Manufacturer _____
 - ii. Model Number _____
- B. Starter Batteries
 - i. Manufacturer _____

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

- ii. Model Number _____
- iii. Type _____

39. Alternator

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Output at Idle _____ Amps
- E. Output at Maximum Speed _____ Amps
- F. Maximum Warranted Speed _____ rpm
- G. Speed at Idle _____ rpm
- H. Drive Type _____

40. Charge Air Cooler

- A. Manufacturer _____
- B. Material (s) _____
- C. Core Area _____ in. x _____ in. = _____ in².
- D. Number of tubes _____
- E. Tube outer diameter _____ in.
- F. Fins per inch _____
- G. Fin thickness _____ in.
- H. Fin construction _____

41. Chassis and Frame

- A. Roof Structure Material _____
- B. Roof Anti-Corrosion Material _____
- C. Roof Skin Material _____
- D. Sidewall Structure Material _____
- E. Sidewall Anti-Corrosion Material _____
- F. Sidewall Skin Material _____
- G. Skirt Material _____

**1A. TECHNICAL PROPOSAL WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES**

H. Main Bus Structure/Frame Material _____

I. Main Bus Structure/Frame Anti-Corrosion Material _____

42. Special Tools

A. Tools _____

B. Special Test Equipment _____

1B. FOLLOW-UP SERVICE WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES

Location of Technical Service Representative Nearest to MUNI

Name: _____
Address: _____
Telephone: _____

Location of Parts Distribution Center Nearest to MUNI

Name: _____
Address: _____
Telephone: _____

Policy for Delivery of Parts and Components To Be Purchased for Service and Maintenance

Regular Method of Shipment: _____
F.O.B. Point: _____

1C. DELIVERY SCHEDULE WORKSHEET
FOR
30-FT LOW FLOOR DIESEL HYBRID COACHES

Item	Calendar Days after Notice-to-Proceed
Submittal of Baseline Schedule and Management Work Plan	
Submittal of vehicle drawings, control, Reliability Program Plan and test plans	
Submittal of training program (including lesson plans)	
Delivery of Lead coach ¹	
Submittal of draft operations, maintenance, parts manuals, recommended spare parts	

Item	Calendar Days after Approval of Lead Coach
Beginning of coach delivery ²	
Delivery of first half of spare parts (Lot 1)	
Delivery of second half of spare parts (Lot 2)	
Completion of training program	
Submittal of final operations, maintenance, and parts manual	
Delivery of special tools	
Completion of coach delivery	

¹ Approval to deliver lead coach will not be granted until after receipt and approval of all vehicle drawings, control and test plans.

² Approval to deliver production vehicles will not be granted until after submittal of a satisfactory training plan; draft operations, maintenance, and parts manuals; and after successful completion of all appropriate tests as described in Section 11.2 of the Technical Specification.

**2A. TECHNICAL PROPOSAL WORKSHEET
 FOR
 40-FT LOW FLOOR DIESEL HYBRID COACHES**

Bus Manufacturer: _____

Bus Model Number: _____

1. Dimensions

A. Overall Length

i. Over Bumpers _____ Feet _____ Inches

ii. Over Body _____ Feet _____ Inches

B. Overall Width

i. Over Body excluding mirrors and lights _____ Inches

ii. Over body including mirrors _____ Inches

iii. Over tires _____ Inches

C. Overall Height

i. Excluding Roof-Mounted H&V System _____ Inches

ii. Including Roof-Mounted H&V System _____ Inches

D. Angle of Approach

_____ Degrees

E. Angle of Departure

_____ Degrees

F. Breakover Angle

_____ Degrees

G. Doorway Clear Opening

With Grab Handles No Grab Handles

Width

Width

Height

i. Front Door _____ In. _____ In. _____ In.

ii. Rear Door _____ In. _____ In. _____ In.

K. Interior Head Room (center of aisle)

i. First Axle Location _____ Inches

ii. Drive Axle Location _____ Inches

L. Aisle Width

i. Minimum Width on Floor Between First Axle Wheel Housings _____ Inches

ii. Minimum Width on Floor Between Second Axle Wheel Housings _____ Inches

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

- iii. Minimum Aisle Width Between Longitudinal Seats _____ Inches
- iv. Minimum Aisle Width Between Transverse Seats _____ Inches

- M. Minimum Ground Clearance
 - i. Excluding Axles _____ Inches
 - ii. At Axles _____ Inches
- N. Turning Envelope
 - i. Outside Body Corner Turning Radius Including Bumper _____ Inches
 - ii. Inside Turning Radius _____ Inches
- O. Wheel Base
 - i. First axle to Drive axle _____ Inches
- P. Track
 - i. First axle measured center of tire to center of tire _____ Inches
 - ii. Drive axle measured center of dual tires to center of dual tires _____ Inches
- Q. Overhang, Centerline of Axle Over Bumper
 - i. Front _____ Inches
 - ii. Rear _____ Inches
- R. Floor
 - i. Interior Length _____ Feet _____ Inches
 - ii. Interior Width _____ Feet _____ Inches
 - iii. Height of floor from ground level at front doors _____ Inches
 - iv. Height of floor from ground level at back doors _____ Inches
- S. Capacity
 - i. Total Number of Passenger Seats _____
 - ii. Total Number of Standing Passengers _____

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

2. <u>Bus Weight</u>	Curb Weight	Curb Weight plus Seated Load	Curb Weight plus Gross Load (GVWR)
A. First Axle	_____ lbs.	_____ lbs.	_____ lbs.
B. Drive Axle	_____ lbs.	_____ lbs.	_____ lbs.
C. Total	_____ lbs.	_____ lbs.	_____ lbs.

3. Bicycle Rack Provision

- A. Manufacturer _____
- B. Model _____

4. Paint

- A. Manufacturer _____
- B. Type _____

5. Windshield Wipers and Washer

- A. Manufacturer _____
- B. Type _____
- C. Reservoir Capacity _____ gal.

6. Bumpers

- A. Manufacturer _____
- B. Type _____

7. Floor

- A. Subfloor
 - i. Material _____
 - ii. Thickness _____
- B. Floor Covering
 - i. Manufacturer _____
 - ii. Thickness _____

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

8. Windows

A. Passenger Windows

- i. Manufacturer _____
- ii. Number of Windows _____
- iii. Dimensions of Windows _____ in. (width) x _____ in. (height)
- iv. Total Window area (Street side) _____ sq. in.
- v. Total Window area (Curb side) _____ sq. in.

B. Rear Window

- i. Dimensions of Windows _____ in. (width) x _____ in. (height)

9. Door System

A. Manufacturer _____

B. Model

- i. Front door _____
- ii. Rear door _____

C. Open/Close Mechanism (air, electric, spring, other)

- i. Front door _____
- ii. Rear door _____

10. Exterior Lighting

A. LED Lights Manufacturer _____

B. Deceleration Lighting System
Manufacturer and Model Number _____

11. Interior Lights

A. Manufacturer _____

B. Type _____

C. Model Number _____

D. Number of Fixtures _____

E. Size of Fixtures _____

F. Power Supplies (Ballasts) _____

**2A. TECHNICAL PROPOSAL WORKSHEET
 FOR
 40-FT LOW FLOOR DIESEL HYBRID COACHES**

F. Cycle Times	Normal Idle		Fast Idle	
i. Stowed to Ground	_____	Sec.	_____	Sec.
ii. Ground to Stow	_____	Sec.	_____	Sec.
iii. Total Cycle	_____	Sec.	_____	Sec.
G. Weight of Complete Ramp	_____			lbs.

14. Passenger Seat

- A. Manufacturer _____
- B. Type _____
- C. Seat Material _____
- D. Seat Insert Material _____
- E. Minimum Hip-to-Knee Room _____
- F. Minimum Foot Room _____

15. Destination Signs

- A. Manufacturer _____
- B. Size

	Rows	Columns
i. Front Destination Sign	_____	_____
ii. Curb Side Destination Sign	_____	_____
iv. Rear Destination Sign	_____	_____
v. Dash Mount Run Number Sign	_____	_____

16. Voice Annunciation System

- A. Manufacturer _____
- B. Model Number _____

17. Public Address System

- A. Microphone Manufacturer and Model _____
- B. Amplifier Manufacturer and Model _____
- C. Number of Speaker(s)

	Inside	Outside
--	---------------	----------------

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

18. Surveillance Camera System

- A. Manufacturer _____
- B. Number of Cameras _____
- C. Digital Disk Storage Capacity _____ hr.

19. Automatic Passenger Counter

- A. Manufacturer _____
- B. Model Number _____

20. Driver's Area

- A. Steering Wheel
 - i. Manufacturer _____
 - ii. Model Number _____
 - iii. Size _____
- B. Operator's Seat
 - i. Manufacturer _____
 - ii. Model Number _____
- C. Driver Heater/Defroster
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
 - iv. Capacity _____ B.T.U.
 - v. Blower Speed(s) _____
- D. Windshield
 - i. Dimensions (Length x Height) _____ in. x _____ in.
 - ii. Number of Sections _____
 - iii. Material _____
 - iv. Thickness _____ Inches

**2A. TECHNICAL PROPOSAL WORKSHEET
 FOR
 40-FT LOW FLOOR DIESEL HYBRID COACHES**

- E. Driver's Side Window
 - i. Dimensions (Length x Height) _____ in. x _____ in.
 - ii. Number of Sections _____
 - iii. Material _____
 - iv. Thickness _____
- F. Side Mirrors

	Curb Side	Street Side
i. Manufacturer(s)	_____	_____
ii. Model Number(s)	_____	_____
- G. Storage Locker
 - i. Number of Lockers _____
 - ii. Size _____ Cu. Ft.
 - iii. Location _____

21. Engine

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Number of Cylinders _____
- E. Bore _____ In.
- F. Stroke _____ In.
- G. Displacement _____ Cu. In.
- H. Compression Ratio _____
- I. Injector Size & Type _____
- J. Power _____ HP (_____ kW) at _____ rpm
- K. Peak Torque _____ lb. ft.(_____ Nm)at _____ rpm
- L. Engine Speed at

	Idle	Fast Idle	Governed
	_____ rpm	_____ rpm	_____ rpm
- M. Dry Weight _____ lbs.
- N. Crankcase Oil Capacity
 - i. New Engine, Dry _____ gals.

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

- ii. New Engine, Wet _____ gals.
- O. Turbo Charger
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Maximum rpm, not at load _____ rpm
 - iv. Maximum rpm, at full load _____ rpm

22. Cooling System

- A. Radiator
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
 - iv. Core Area _____ in. x _____ in. = _____ in²
 - v. Number of Tubes _____
 - vi. Tube Outer Diameter _____ In.
 - vii. Fins per Inch _____
 - viii. Fin Thickness _____ In.
 - ix. Fin Construction _____
- B. Total Cooling System Capacity _____ gals.
- C. Radiator Fan Speed Control Type _____
- D. Surge Tank Capacity _____ gals
- E. Surge Tank Material _____
- F. Engine Thermostat Temperature Settings _____ Degrees F
- G. Overheat Alarm Temperature Sending Unit Settings _____ Degrees F
- H. Maximum Ambient Operating Temperature _____ Degree F

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

23. Propulsion Generator

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Weight, Complete _____ lbs.
- E. Power Output _____

24. Traction Motor

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- F. Oil Capacity (including heat exchanger) _____ gal.

25. Energy Storage

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Weight, Complete _____ lbs.
- E. Power Output _____
- F. Cooling Requirement _____

26. Energy Storage Controller

- A. Manufacturer _____

27. Propulsion Control System

- A. Manufacturer _____
- B. Cooling Media _____
- C. Cooling Requirement _____

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

28. Axle

A. First Axle

i. Manufacturer & Model Number _____

ii. Type _____

iii. Rating _____

B. Drive Axle Ratio

i. Differential Ratio _____

ii. Hub Reduction Ratio (if used) _____

iii. Final Axle Ratio (if hub reduction is used) _____

29. Suspension

A. Air Bags

i. Manufacturer _____

ii. Number of Air Bag per Wheel **Front** **Rear**

iii. Total Air Bag Volume _____ Cu. In. _____ Cu. In.

B. Shock Absorbers

i. Manufacturer _____

ii. Type _____

iii. Number of Shock per Wheel **Front** **Rear**

30. Brake System

A. Fundamental System Manufacturer _____

B. First Axle Brake Actuator Model
and Part Number _____

C. Drive Axle Brake Actuator Model
and Part Number _____

D. First Axle Brake Rotor

i. Manufacturer _____

ii. Part Number _____

iii. Diameter _____ In.

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

- iv. Width _____ In.
- E. Drive Axle Brake Disc
 - i. Manufacturer _____
 - ii. Part Number _____
 - iii. Diameter _____ In.
 - iv. Width _____ In.
- F. Brake Pad Manufacturer _____
- G. First Axle Brake Pad Identification
 - i. Forward _____
 - ii. Reverse _____
- H. Drive Axle Brake Pad Identification
 - i. Forward _____
 - ii. Reverse _____
- I. Brake Pads _____
- J. Brake Pad Size

	Length		Width
i. First Axle	_____ In.		_____ In.
ii. Drive Axle	_____ In.		_____ In.
- K. Pad Thickness _____
- L. Pad Area per Wheel
 - i. First Axle _____ Sq. In.
 - ii. Drive Axle _____ Sq. In.
- M. Anti-Lock Brake System Manufacturer _____

31. Air System

- A. Air Compressor
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
 - iv. Capacity at Idle _____ cfm
 - v. Capacity at Maximum Speed _____ cfm
 - vi. Maximum Warranted Speed _____ rpm

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

- vii. Idle Speed _____ rpm
- viii. Drive Type _____
- B. Air Reservoir Capacity
 - i. Supply Reservoir _____ Cu. In.
 - ii. Primary Reservoir _____ Cu. In.
 - iii. Secondary Reservoir _____ Cu. In.
 - iv. Parking Reservoir _____ Cu. In.
 - v. Accessory Reservoir _____ Cu. In.
 - vi. Other Reservoir _____ Cu. In.
- C. Air Dryer
 - i. Manufacturer _____
 - ii. Model Number _____

32. Fuel System

- A. Fuel Tank
 - i. Manufacturer _____
 - ii. Size _____
 - iii. Material _____
- B. Filler
 - i. Manufacturer _____
 - ii. Model Number _____

33. Hydraulic System

- A. Fan Drive
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
- B. Power Steering
 - i. Steering Gear Manufacturer _____
 - ii. Type _____
 - iii. Relief Pressure _____ psi
 - iv. Power Steering Fluid Capacity _____ qts.

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

v. Effort at Steering Wheel
(Unloaded stationary coach
on dry asphalt pavement) _____ lbs.

34. Wheels

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Mounting _____

35. Tires

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Load Range _____
- E. Inflation Pressure 1st Axle p.s.i. Drive Axle p.s.i.

36. Starter

- A. Manufacturer _____
- B. Model Number _____
- C. Tank volume _____

37. Fire Detection/Suppression System

- A. Manufacturer _____
- B. Model Number _____
- C. Dry Chemical Tank Capacity _____ lbs.
- D. Expellant Gas Tank Capacity _____

38. Chassis Electrical

- A. Multiplex System
 - i. Manufacturer _____
 - ii. Model Number _____

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

B. Starter Batteries

- i. Manufacturer _____
- ii. Model Number _____
- iii. Type _____

39. Alternator

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Output at Idle _____ Amps
- E. Output at Maximum Speed _____ Amps
- F. Maximum Warranted Speed _____ rpm
- G. Speed at Idle _____ rpm
- H. Drive Type _____

40. Charge Air Cooler

- A. Manufacturer _____
- B. Material (s) _____
- C. Core Area _____ in. x _____ in. = _____ in².
- D. Number of tubes _____
- E. Tube outer diameter _____ in.
- F. Fins per inch _____
- G. Fin thickness _____ in.
- H. Fin construction _____

41. Chassis and Frame

- A. Roof Structure Material _____
- B. Roof Anti-Corrosion Material _____
- C. Roof Skin Material _____
- D. Sidewall Structure Material _____

**2A. TECHNICAL PROPOSAL WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

- E. Sidewall Anti-Corrosion Material _____
- F. Sidewall Skin Material _____
- G. Skirt Material _____
- H. Main Bus Structure/Frame Material _____
- I. Main Bus Structure/Frame Anti-Corrosion Material _____

42. Special Tools

- A. Tools _____

- B. Special Test Equipment _____

**2B. FOLLOW-UP SERVICE WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

Location of Technical Service Representative Nearest to MUNI

Name: _____
Address: _____
Telephone: _____

Location of Parts Distribution Center Nearest to MUNI

Name: _____
Address: _____
Telephone: _____

Policy for Delivery of Parts and Components To Be Purchased for Service and Maintenance

Regular Method of Shipment: _____
F.O.B. Point: _____

**2C. DELIVERY SCHEDULE WORKSHEET
FOR
40-FT LOW FLOOR DIESEL HYBRID COACHES**

Item	Calendar Days after Notice-to-Proceed
Submittal of Baseline Schedule and Management Work Plan	
Submittal of vehicle drawings, control, Reliability Program Plan and test plans	
Submittal of training program (including lesson plans)	
Delivery of Lead coach ¹	
Submittal of draft operations, maintenance, parts manuals, recommended spare parts	

Item	Calendar Days after Approval of Lead Coach
Beginning of coach delivery ²	
Delivery of first half of spare parts (Lot 1)	
Delivery of second half of spare parts (Lot 2)	
Completion of training program	
Submittal of final operations, maintenance, and parts manual	
Delivery of special tools	
Completion of coach delivery	

¹ Approval to deliver lead coach will not be granted until after receipt and approval of all vehicle drawings, control and test plans.

² Approval to deliver production vehicles will not be granted until after submittal of a satisfactory training plan; draft operations, maintenance, and parts manuals; and after successful completion of all appropriate tests as described in Section 11.2 of the Technical Specification.

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

Bus Manufacturer: _____

Bus Model Number: _____

1. Dimensions

A. Overall Length

i. Over Bumpers _____ Feet _____ Inches

ii. Over Body _____ Feet _____ Inches

B. Overall Width

i. Over Body excluding mirrors and lights _____ Inches

ii. Over body including mirrors _____ Inches

iii. Over tires _____ Inches

C. Overall Height

i. Excluding Roof-Mounted H&V System _____ Inches

ii. Including Roof-Mounted H&V System _____ Inches

D. Angle of Approach

_____ Degrees

E. Angle of Departure

_____ Degrees

F. Breakover Angle

_____ Degrees

G. Doorway Clear Opening

With Grab Handles

No Grab Handles

Width

Width

Height

i. Front Door _____ In. _____ In. _____ In.

ii. Center Door _____ In. _____ In. _____ In.

iii. Rear Door _____ In. _____ In. _____

In.

K. Interior Head Room (center of aisle)

i. First Axle Location _____ Inches

ii. Second Axle Location _____ Inches

iii. Third Axle Location _____ Inches

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

- L. Aisle Width
 - i. Minimum Width on Floor Between First Axle Wheel Housings _____ Inches
 - ii. Minimum Width on Floor Between Second Axle Wheel Housings _____ Inches
 - iii. Minimum Width on Floor Between Third Axle Wheel Housings _____ Inches
 - iii. Minimum Aisle Width Between Longitudinal Seats _____ Inches
 - iv. Minimum Aisle Width Between Transverse Seats _____ Inches
- M. Minimum Ground Clearance
 - i. Excluding Axles _____ Inches
 - ii. At Axles _____ Inches
- N. Turning Envelope
 - i. Outside Body Corner Turning Radius Including Bumper _____ Inches
 - ii. Inside Turning Radius _____ Inches
- O. Wheel Base
 - i. First axle to Drive axle _____ Inches
 - i. Second axle to third axle _____ Inches
- P. Track
 - i. First axle measured center of tire to center of tire _____ Inches
 - ii. Second axle measured center of dual tires to center of dual tires _____ Inches
 - ii. Third axle measured center of dual tires to center of dual tires _____ Inches
- Q. Overhang, Centerline of Axle Over Bumper
 - i. Front _____ Inches
 - ii. Rear _____ Inches
- R. Floor
 - i. Interior Length _____ Feet _____ Inches
 - ii. Interior Width _____ Feet _____ Inches
 - iii. Height of floor from ground level at front doors _____ Inches
 - iv. Height of floor from ground level at center doors _____ Inches
 - v. Height of floor from ground level at rear doors _____ Inches

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

S. Capacity

- i. Total Number of Passenger Seats _____
- ii. Total Number of Standing Passengers _____

2. Bus Weight

Curb Weight

Curb Weight plus Seated Load Curb Weight plus Gross Load (GVWR)

- | | | | |
|------------------------------|------------|------------|------------|
| A. First Axle | _____ lbs. | _____ lbs. | _____ lbs. |
| B. Second Axle | _____ lbs. | _____ lbs. | _____ lbs. |
| C. Third Axle | _____ lbs. | _____ lbs. | _____ lbs. |
| D. Total | _____ lbs. | _____ lbs. | _____ lbs. |
| E. Weight on the joint (+/-) | _____ lbs. | _____ lbs. | _____ lbs. |

3. Articulation Joint

- A. Manufacturer _____
- B. Model Number _____
- C. Bellow Manufacturer _____
- D. Below Material _____
- E. Maximum vertical angle _____
- F. Maximum lateral angle _____

4. Bicycle Rack Provision

- A. Manufacturer _____
- B. Model _____

5. Paint

- A. Manufacturer _____
- B. Type _____

6. Windshield Wipers and Washer

- A. Manufacturer _____
- B. Type _____
- C. Reservoir Capacity _____ gal.

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

7. Bumpers

- A. Manufacturer _____
- B. Type _____

8. Floor

- A. Subfloor
 - i. Material _____
 - ii. Thickness _____
- B. Floor Covering
 - i. Manufacturer _____
 - ii. Thickness _____

9. Windows

- A. Passenger Windows
 - i. Manufacturer _____
 - ii. Number of Windows _____
 - iii. Dimensions of Windows _____ in. (width) x _____ in. (height)
 - iv. Total Window area (Street side) _____ sq. in.
 - v. Total Window area (Curb side) _____ sq. in.
- B. Rear Window
 - i. Dimensions of Windows _____ in. (width) x _____ in. (height)

10. Door System

- A. Manufacturer _____
- B. Model
 - i. Front door _____
 - ii. Center door _____
 - iii. Rear door _____
- C. Open/Close Mechanism (air, electric, spring, other)
 - i. Front door _____
 - ii. Center door _____
 - iii. Rear door _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

11. Exterior Lighting

- A. LED Lights Manufacturer _____
- B. Deceleration Lighting System
Manufacturer and Model Number _____

12. Interior Lights

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Number of Fixtures _____
- E. Size of Fixtures _____
- F. Power Supplies (Ballasts) _____

13. Heating and Ventilating Equipment

- A. Heating System Capacity _____ B.T.U.
- B. Ventilating Capacity _____ cfm per passenger
- C. Heater Cores
 - i. Manufacturer & Model _____
 - ii. Number of Rows _____
 - iii. Number of Fins per Inch _____
 - iv. Outer Diameter of Tube _____ In.
 - v. Fin Thickness _____ In.
 - vi. Number of Heater Cores _____
- D. Heater Blowers
 - i. Manufacturer & Model _____
 - ii. Horsepower _____
 - iii. Speed(s) _____
 - iv. Capacity _____ cfm
- E. Controls
 - i. Manufacturer _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

- ii. Type _____
- iii. Model Number _____
- F. Heating Equipment Location _____ Above Engine Compt. _____ Roof
 _____ Under Floor _____ Other (describe)

14. Wheelchair Ramp Equipment

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Capacity _____ lbs.
- E. Dimensions
 - i. Width of Ramp _____ In.
 - ii. Length of Ramp _____ In.
- F. Cycle Times

	Normal Idle		Fast Idle	
i. Stowed to Ground	_____	Sec.	_____	Sec.
ii. Ground to Stow	_____	Sec.	_____	Sec.
iii. Total Cycle	_____	Sec.	_____	Sec.
- G. Weight of Complete Ramp _____ lbs.

15. Passenger Seat

- A. Manufacturer _____
- B. Type _____
- C. Seat Material _____
- D. Seat Insert Material _____
- E. Minimum Hip-to-Knee Room _____
- F. Minimum Foot Room _____

16. Destination Signs

- A. Manufacturer _____
- B. Size

	Rows		Columns
i. Front Destination Sign	_____		_____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

ii. Curb Side Destination Sign _____

iv. Rear Destination Sign _____

v. Dash Mount Run Number Sign _____

17. Voice Annunciation System

A. Manufacturer _____

B. Model Number _____

18. Public Address System

A. Microphone Manufacturer and Model _____

B. Amplifier Manufacturer and Model _____

C. Number of Speaker(s)	Inside	Outside
	_____	_____

19. Surveillance Camera System

A. Manufacturer _____

B. Number of Cameras _____

C. Digital Disk Storage Capacity _____ hr.

20. Automatic Passenger Counter

A. Manufacturer _____

B. Model Number _____

21. Driver's Area

A. Steering Wheel

i. Manufacturer _____

ii. Model Number _____

iii. Size _____

B. Operator's Seat

i. Manufacturer _____

ii. Model Number _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

C. Driver Heater/Defroster

- i. Manufacturer _____
- ii. Type _____
- iii. Model Number _____
- iv. Capacity _____ B.T.U.
- v. Blower Speed(s) _____

D. Windshield

- i. Dimensions (Length x Height) _____ in. x _____ in.
- ii. Number of Sections _____
- iii. Material _____
- iv. Thickness _____ Inches

E. Driver's Side Window

- i. Dimensions (Length x Height) _____ in. x _____ in.
- ii. Number of Sections _____
- iii. Material _____
- iv. Thickness _____

F. Side Mirrors

Curb Side

Street Side

- i. Manufacturer(s) _____
- ii. Model Number(s) _____

G. Storage Locker

- i. Number of Lockers _____
- ii. Size _____ Cu. Ft.
- iii. Location _____

22. Engine

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- D. Number of Cylinders _____
- E. Bore _____ In.
- F. Stroke _____ In.

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

- G. Displacement _____ Cu. In.
- H. Compression Ratio _____
- I. Injector Size & Type _____
- J. Power _____ HP (_____ kW) at _____ rpm
- K. Peak Torque _____ lb. ft.(_____ Nm) at _____ rpm
- L. Engine Speed at

Idle	Fast Idle	Governed
_____ rpm	_____ rpm	_____ rpm
- M. Dry Weight _____ lbs.
- N. Crankcase Oil Capacity
 - i. New Engine, Dry _____ gals.
 - ii. New Engine, Wet _____ gals.
- O. Turbo Charger
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Maximum rpm, not at load _____ rpm
 - iv. Maximum rpm, at full load _____ rpm

23. Cooling System

- A. Radiator
 - i. Manufacturer _____
 - ii. Type _____
 - iii. Model Number _____
 - iv. Core Area _____ in. x _____ in. = _____ in²
 - v. Number of Tubes _____
 - vi. Tube Outer Diameter _____ In.
 - vii. Fins per Inch _____
 - viii. Fin Thickness _____ In.
 - ix. Fin Construction _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

- B. Total Cooling System Capacity _____ gals.
- C. Radiator Fan Speed Control Type _____
- D. Surge Tank Capacity _____ gals
- E. Surge Tank Material _____
- F. Engine Thermostat Temperature Settings _____ Degrees F
- G. Overheat Alarm Temperature Sending Unit Settings _____ Degrees F
- H. Maximum Ambient Operating Temperature _____ Degree F

24. Propulsion Generator

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Weight, Complete _____ lbs.
- E. Power Output _____

25. Traction Motor

- A. Manufacturer _____
- B. Type _____
- C. Model Number _____
- F. Oil Capacity (including heat exchanger) _____ gal.

26. Energy Storage

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Weight, Complete _____ lbs.
- E. Power Output _____
- F. Cooling Requirement _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

27. Energy Storage Controller

A. Manufacturer _____

28. Propulsion Control System

A. Manufacturer _____

B. Cooling Media _____

C. Cooling Requirement _____

29. Axle

A. First Axle

i. Manufacturer & Model Number _____

ii. Type _____

iii. Rating _____

B. Second Axle

i. Manufacturer & Model Number _____

ii. Type _____

iii. Rating _____

C. Third Axle

i. Manufacturer & Model Number _____

ii. Type _____

iii. Rating _____

B. Drive Axle Ratio

i. Differential Ratio _____

ii. Hub Reduction Ratio (if used) _____

iii. Final Axle Ratio (if hub reduction is used) _____

30. Suspension

A. Air Bags

i. Manufacturer _____

ii. Number of Air Bag per Wheel	Front	Rear
	_____	_____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

iii. Total Air Bag Volume _____ Cu. In. _____ Cu. In.

B. Shock Absorbers

i. Manufacturer _____

ii. Type _____

iii. Number of Shock per Wheel	Front	Rear
	_____	_____

31. Brake System

A. Fundamental System Manufacturer _____

B. First Axle Brake Actuator Model and Part Number _____

C. Second Axle Brake Actuator Model and Part Number _____

D. Third Axle Brake Actuator Model and Part Number _____

E. First Axle Brake Rotor

i. Manufacturer _____

ii. Part Number _____

iii. Diameter _____ In.

iv. Width _____ In.

F. Second Axle Brake Disc

i. Manufacturer _____

ii. Part Number _____

iii. Diameter _____ In.

iv. Width _____ In.

G. Third Axle Brake Disc

i. Manufacturer _____

ii. Part Number _____

iii. Diameter _____ In.

iv. Width _____ In.

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

H. Brake Pad Manufacturer _____

I. First Axle Brake Pad Identification

 i. Forward _____

 ii. Reverse _____

J. Second Axle Brake Pad Identification

 i. Forward _____

 ii. Reverse _____

K. Third Axle Brake Pad Identification

 i. Forward _____

 ii. Reverse _____

L. Brake Pads _____

J. Brake Pad Size	Length		Width
i. First Axle	_____ In.		_____ In.
ii. Drive Axle	_____ In.		_____ In.

K. Pad Thickness _____

L. Pad Area per Wheel

 i. First Axle _____ Sq. In.

 ii. Second Axle _____ Sq. In.

 ii. Drive Axle _____ Sq. In.

M. Anti-Lock Brake System Manufacturer _____

32. Air System

A. Air Compressor

 i. Manufacturer _____

 ii. Type _____

 iii. Model Number _____

 iv. Capacity at Idle _____ cfm

 v. Capacity at Maximum Speed _____ cfm

 vi. Maximum Warranted Speed _____ rpm

 vii. Idle Speed _____ rpm

 viii. Drive Type _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

B. Air Reservoir Capacity

- i. Supply Reservoir _____ Cu. In.
- ii. Primary Reservoir _____ Cu. In.
- iii. Secondary Reservoir _____ Cu. In.
- iv. Parking Reservoir _____ Cu. In.
- v. Accessory Reservoir _____ Cu. In.
- vi. Other Reservoir _____ Cu. In.

C. Air Dryer

- i. Manufacturer _____
- ii. Model Number _____

33. Fuel System

A. Fuel Tank

- i. Manufacturer _____
- ii. Size _____
- iii. Material _____

B. Filler

- i. Manufacturer _____
- ii. Model Number _____

34. Hydraulic System

A. Fan Drive

- i. Manufacturer _____
- ii. Type _____
- iii. Model Number _____

B. Power Steering

- i. Steering Gear Manufacturer _____
- ii. Type _____
- iii. Relief Pressure _____ psi
- iv. Power Steering Fluid Capacity _____ qts.
- v. Effort at Steering Wheel
(Unloaded stationary coach
on dry asphalt pavement) _____ lbs.

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

35. Wheels

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Mounting _____

36. Tires

- A. Manufacturer _____
- B. Type _____
- C. Size _____
- D. Load Range _____
- E. Inflation Pressure 1st Axle _____ psi 2nd Axle _____ psi 3rd Axle _____ psi

37. Starter

- A. Manufacturer _____
- B. Model Number _____
- C. Tank volume _____

38. Fire Detection/Suppression System

- A. Manufacturer _____
- B. Model Number _____
- C. Dry Chemical Tank Capacity _____ lbs.
- D. Expellant Gas Tank Capacity _____

39. Chassis Electrical

- A. Multiplex System
 - i. Manufacturer _____
 - ii. Model Number _____
- B. Starter Batteries
 - i. Manufacturer _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

ii. Model Number _____

iii. Type _____

40. Alternator

A. Manufacturer _____

B. Type _____

C. Model Number _____

D. Output at Idle _____ Amps

E. Output at Maximum Speed _____ Amps

F. Maximum Warranted Speed _____ rpm

G. Speed at Idle _____ rpm

H. Drive Type _____

41. Charge Air Cooler

A. Manufacturer _____

B. Material (s) _____

C. Core Area _____ in. x _____ in. = _____ in².

D. Number of tubes _____

E. Tube outer diameter _____ in.

F. Fins per inch _____

G. Fin thickness _____ in.

H. Fin construction _____

42. Chassis and Frame

A. Roof Structure Material _____

B. Roof Anti-Corrosion Material _____

C. Roof Skin Material _____

D. Sidewall Structure Material _____

E. Sidewall Anti-Corrosion Material _____

F. Sidewall Skin Material _____

G. Skirt Material _____

**3A. TECHNICAL PROPOSAL WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

H. Main Bus Structure/Frame Material _____

I. Main Bus Structure/Frame Anti-Corrosion Material _____

43. Special Tools

E. Tools _____

F. Special Test Equipment _____

**3B. FOLLOW-UP SERVICE WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

Location of Technical Service Representative Nearest to MUNI

Name: _____
Address: _____
Telephone: _____

Location of Parts Distribution Center Nearest to MUNI

Name: _____
Address: _____
Telephone: _____

Policy for Delivery of Parts and Components To Be Purchased for Service and Maintenance

Regular Method of Shipment: _____
F.O.B. Point: _____

**3C. DELIVERY SCHEDULE WORKSHEET
FOR
60-FT LOW FLOOR DIESEL HYBRID COACHES**

Item	Calendar Days after Notice-to-Proceed
Submittal of Baseline Schedule and Management Work Plan	
Submittal of vehicle drawings, control, Reliability Program Plan and test plans	
Submittal of training program (including lesson plans)	
Delivery of Lead coach ¹	
Submittal of draft operations, maintenance, parts manuals, recommended spare parts	

Item	Calendar Days after Approval of Lead Coach
Beginning of coach delivery ²	
Delivery of first half of spare parts (Lot 1)	
Delivery of second half of spare parts (Lot 2)	
Completion of training program	
Submittal of final operations, maintenance, and parts manual	
Delivery of special tools	
Completion of coach delivery	

¹ Approval to deliver lead coach will not be granted until after receipt and approval of all vehicle drawings, control and test plans.

² Approval to deliver production vehicles will not be granted until after submittal of a satisfactory training plan; draft operations, maintenance, and parts manuals; and after successful completion of all appropriate tests as described in Section 11.2 of the Technical Specification.

APPENDIX C: BONDS

1. PROPOSAL BOND (BID BOND)
2. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND

PROPOSAL BOND (BID BOND)

KNOW ALL MEN BY THESE PRESENTS, that we

_____ (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

_____ (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State
as Surety, herein called the Surety, are held and firmly bound unto

_____ (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

_____ Dollars (\$_____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

_____ (Here insert full name, address, and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20__

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the City and County of San Francisco, State of California, has awarded to:

hereinafter designated as the "Principal", a Contract by COMMISSION RESOLUTION NO. _____, adopted _____, 20__ for:

Project Title
Contract No. Contract Number

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

(PAYMENT BOND)

and

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall become and be null and void. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:

Dennis J. Herrera

City Attorney

By: _____

Deputy City Attorney

Principal

By: _____

Surety

By: _____

**APPENDIX D – DBE REQUIREMENTS, FTA SPECIAL PROVISIONS
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

SECTION 1 – FTA SPECIAL PROVISIONS FOR TRANSIT VEHICLE MANUFACTURERS (TVMS)

INTRODUCTION – PROCEDURES FOR TVMS

EXHIBITS

- A. TRANSIT VEHICLE MANUFACTURERS CERTIFICATION WITH SUBPART C, 49 CFR PART 26
- B. TVM OVERALL GOAL METHODOLOGY AND TVM REPORTING REQUIREMENTS

Section 1

**FTA SPECIAL PROVISIONS FOR
TRANSIT VEHICLE MANUFACTURERS (TVMS)**

General - This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26 (“the Regulations”). Accordingly, as a condition of permission to bid, a Transit Vehicle Manufacturer’s certification must be completed and submitted with the bid. A bid which does not include the certification **WILL NOT** be considered.

INTRODUCTION – PROCEDURES FOR TRANSIT VEHICLE MANUFACTURERS

The SFMTA shall require that each transit vehicle manufacturer, as a condition of being authorized to bid on transit vehicle procurements in which FTA funds participate, certify that it has complied with the requirements of 49 CFR Section 26.49.

Each manufacturer shall establish and submit, for the FTA Administrator’s approval, an annual percentage overall goal. **In setting your overall goal, you should be guided, to the extent applicable, by the principles underlying 49 CFR Part 26, §26.45.** The base from which you calculate this goal is the amount of FTA financial assistance included in transit vehicle contracts you will perform during the fiscal year in question.

You must exclude from this base funds attributable to work performed outside the United States and its territories, possessions, and commonwealths. The requirements and procedures of this part with respect to submission and approval of overall goals apply to you as they do to recipients.

The manufacturer may make the certification called for in paragraph (1) above if it has submitted the goal required by paragraph (2), and the FTA Administrator has either approved it or not disapproved it.

For questions regarding certification information or technical assistance, TVMs should contact:

Britney Berry
Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590
202-366-1065

EXHIBIT A

SAMPLE FORMAT

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE WITH SUBPART C, 49 CFR PART 26

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION

(Name of Firm) _____, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 and Section 26.45 of 49 CFR Part 26 by submitting a current annual DBE goal to FTA .
The goal applies to Federal Fiscal Year ____ (October 1, 20____ to September 30, 20____) and has been approved or not disapproved by FTA.

(Name of Firm) _____, hereby certifies that the manufacturer of the transit vehicle to be supplied

(Name of Manufacturer) _____ has complied with the above-referenced requirement of **Section 26.49 and Section 26.45** of 49 CFR Part 26.

Signature: _____

Date: _____

Title: _____

Firm: _____

EXHIBIT B

TRANSIT VEHICLE MANUFACTURER

- 1. **ANNUAL OVERALL GOAL 49 CFR Part 26 Sections 26.45, 26.47, 26.51, 26.53 and 26.55.**
- 2. **TVMs are required to submit to the FTA Administrator, or his/her designee for approval an annual percentage overall goal for the utilization of DBEs.**
 - a. A TVM goal is submitted and approved using the same procedure followed by recipients under Subpart C – Goals, Good Faith efforts, and Counting: Sections 26.45, 26.47, 26.51, 26.53, and 26.55 of the Regulations.
(See http://www.fta.dot.gov/civilrights/dbe/civil_rights_5263.html).
 - b. Work performed outside the United States or by the TVM’s own work force is excluded from the base used to calculate the goal.
- 3. **SOLICITATION OF BIDS/PROPOSALS (26.49)**
 - a. The Regulations provide that the TVM will certify to the recipient that:
 - (1) It has submitted the required annual percentage overall goal to FTA; and
 - (2) FTA has either approved its annual percentage overall goal or has not disapproved the goal.
 - b. A distributor or dealer must provide a certification of the manufacturer’s compliance for those vehicles the distributor or dealer seeks to offer.
 - c. The recipient is required to include a provision in its bid specifications requiring the above certification from TVMs, distributors, or dealers, as a condition of permission to bid.
- 4. **BIANNUAL REPORTS.** Biannual reports of contracting with DBEs are required from TVMs to assess their progress toward meeting the projected DBE goal. **These reports are to be submitted to Ms. Britney Berry, Federal Transit Administration, Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590, 202-366-1065, britney.berry@dot.gov, in accordance with Section 23.49 of the Regulations.**

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY/MUNICIPAL RAILWAY
QUESTIONNAIRE - NONDISCRIMINATION REQUIREMENTS
FEDERALLY ASSISTED THIRD PARTY CONTRACTS**

Proposer's Instructions/Information

- 1. Each proposer shall complete and submit the attached Nondiscrimination Questionnaire, and Workforce Data Forms, with the price proposal.
- 2. Please complete the questionnaire for the office that will ultimately perform the project work.
- 3. The questionnaire must be completed by:
 - 1. All prime contractors
 - 2. All joint venture partners
 - 3. Subcontractors upon request
- 4. Support firms (e.g., printers, photographers, etc.) need not complete any part of the questionnaire.
- 5. Approved state or federal Nondiscrimination Programs may be substituted for those items where the information requested in the questionnaire is identical to that contained in the state or federal programs.
- 6. If the questionnaire(s) is/are not correctly and fully completed, the MTA/Muni may not consider your proposal.

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY/MUNICIPAL RAILWAY

QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES

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

Name of Company: _____

Address: _____

Location of Company Workforce (Check one)

_____ San Francisco

_____ Other Location, provide address:

1. Name, title, telephone number of company official at the establishment who is responsible for recruiting and hiring and who will provide information concerning this matter.

2. Name, title, and telephone number of senior managing official at the establishment if not the person named in the answer to question 1.

3. Describe briefly the basic business activity at the establishment (i.e., identify the product produced or the services performed).

Note: Workforce – The term “minorities” or “disadvantaged” refers to the following groups:
African-American, Hispanic, Asian or Pacific Islander, and American Indian or Alaskan Native.

4. Describe briefly how employees at various levels are hired (see attached Workforce Breakdown, page D–8).

A. Technicians and/or others

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

5. Describe in full, Nondiscrimination Programs in the past two years, which serve to increase the number of underrepresented minorities. (Proposers may submit one (1) copy of their Nondiscrimination Program directly to San Francisco Municipal Railway’s Contract Compliance, 1145 Market Street, 7th Floor, San Francisco, CA 94103, (415) 934-3985.

- Participation in training programs.

- Participation in apprenticeship programs.

- Participation in any summer hire programs or own program to hire minority and female students in the summer and/or part-time.

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

- Participation in scholarship fund specifically designated for minorities and women.

- Participation in minority clerical training programs.

Participation in “other” programs.

6. If minorities and/or women are underutilized explain steps firm would take to increase their participation. Nondiscrimination Programs with goals and timetables can be included.

7. Describe joint ventures or sub consulting/subcontracting arrangements in past projects. If there is a company policy on this issue, include it.

8. Complete workforce breakdown on page D-8.

9. Complete hires in last 12 months on page D-9.

3a. Workforce Data

8. Please fill out this workforce breakdown

Name of firm: _____

Address: _____

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

COMPLETED BY Name: _____ Title: _____ Date: _____

* If the list of occupations on the left side of the workforce data form does not match your occupation titles, please modify the data form to indicate occupations peculiar to your organization.

3b. Workforce Data

9. Hires in the last 12 months

Name of firm: _____

Address: _____

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

COMPLETED BY Name: _____ Title: _____ Date: _____

* If the list of occupations on the left side of the workforce data form does not match your occupation titles, please modify the data form to indicate occupations peculiar to your organization.

**CHAPTER 12B
NONDISCRIMINATION IN CONTRACTS**

- Sec. [12B.1](#). All Contracts and Property Contracts to Include Nondiscrimination Provisions; Definitions.
- Sec. [12B.2](#). Nondiscrimination Provisions.
- Sec. [12B.3](#). Human Rights Commission Empowered.
- Sec. [12B.4](#). Nondiscrimination Guidelines.
- Sec. [12B.5](#). Chapter Applies Only to Discriminatory Employment Practices.
- Sec. [12B.5-1](#). Nonapplicability, Exceptions and Waivers.
- Sec. [12B.6](#). Severability.

SEC. 12B.1. ALL CONTRACTS AND PROPERTY CONTRACTS TO INCLUDE NONDISCRIMINATION PROVISIONS; DEFINITIONS.

- A. All contracting agencies of the City, or any department thereof, acting for or on behalf of the City and County, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome, HIV status (AIDS/HIV status), weight, height, association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder.
- B. No contracting agency of the City, or any department thereof, acting for or on behalf of the City and County, shall execute or amend any contract or property contract with any contractor that discriminates in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits as well as any benefits other than bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to State or local law authorizing such registration, subject to the following conditions. In the event that the contractor's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor conditions providing such benefit upon the employee agreeing to pay the excess costs. In addition, in the event a contractor is unable to provide a certain benefit, despite taking

reasonable measures to do so, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor provides the employee with a cash equivalent.

C. Definitions. As used in this Chapter the following words and phrases shall have the meanings indicated herein:

“Age” shall mean the age of any employee or applicant for employment who has attained the age of 40 years and has not attained the age of 65 years. For the purposes of this Chapter, discrimination because of age shall mean dismissal from employment of, or refusal to employ or rehire any person because of his or her age, if such person has attained the age of 40 years and has not attained the age of 65 years, if the person is physically able and mentally competent to perform the services required. Age limitations of apprenticeship programs in which the State or its political subdivisions participate shall not be considered discriminatory within the meaning of this Chapter.

“Amend” shall mean to substantively change the terms of a pre-existing contract, and shall not include amendments to decrease the scope of work or the amount to be paid under a contract. Construction change orders shall not be construed as contract amendments for the purposes of this Chapter.

“City” shall mean the City and County of San Francisco.

“Commission” shall mean the Human Rights Commission of the City and County of San Francisco.

“Contract” shall mean an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City and County, and does not include property contracts, agreements entered into after June 1, 1997 pursuant to settlement of legal proceedings, contracts for urgent litigation expenses, or contracts for a cumulative amount of \$5,000 or less per vendor in each fiscal year.

“Contractor” means any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract or property contract with a department head or officer empowered by law to enter into contracts or property contracts on the part of the City and County.

“Director” shall mean the Director of the Human Rights Commission.

“Disability” shall mean a physical or mental impairment, which substantially limits one or more major life activities, or a record of such an impairment.

“Domestic partner” shall mean any person who has a currently registered domestic partnership with a governmental body pursuant to State or local law authorizing such registration.

“Gender identity” shall mean a person's various individual attributes, as they are understood to be masculine and/or feminine.

“Property contract” shall mean a written agreement for the exclusive use or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements. For the purposes of this Chapter, “exclusive use” means the right to use or occupy real property to the exclusion of others, other than the rights reserved by the fee owner. “Property contract” shall not include a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit, except that “property contract” shall include such permits granted to a private entity for the use of City property for the purpose of a for-profit activity. “Property contract” shall also not include street excavation, street construction or street use permits, agreements for the use of City right-of-way where a contracting utility has the power of eminent domain, or agreements governing the use of City property which constitutes a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally recognized as protected by the First Amendment to the U.S. Constitution, or which are primarily recreational in nature.

“Qualified disabled employee” shall mean a person able to perform the essential functions of a job with reasonable accommodation.

“Sex” shall mean the character of being male or female.

“Sexual orientation” shall mean the status of being lesbian, gay, bisexual or heterosexual.

“Subcontract” shall mean an agreement to (i) provide goods and/or services, including construction labor, materials or equipment, to a contractor, if such goods or services are procured or used in the fulfillment of the contractor's obligations arising from a contract with the City, or (ii) to transfer the right to occupy or use all or a portion of a real property interest subject to a property contract to a subcontractor and pursuant to which the contractor remains obligated under the property contract.

“Subcontractor” means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a subcontract with a contractor. Such term shall include any person or entity who enters into an agreement with any subcontractor for the performance of 10 percent or more of any subcontract.

- D. The requirements of this Chapter shall apply to (i) any of a contractor's operations within San Francisco; (ii) a contractor's operations on real property outside of San Francisco owned by the City or which the City has a right to occupy if the contractor's presence at that location is connected to a contract or property contract with the City; (iii) where the work is being performed by a contractor for the City within the United States; and (iv) any of a contractor's operations elsewhere within the United States. (Amended by Ord. 489-86, App. 12/18/86; Ord. 433-94, App. 12/30/94; Ord. 215-96, App. 5/30/96; Ord. 440-96, App. 11/8/96; Ord.

481-96, App. 12/20/96; Ord. 201-97, App. 5/27/97; Ord. 286-97, App. 7/18/97; Ord. 255-99, File No. 991146, App. 10/8/99; Ord. 101-00, File No. 000476, App. 5/26/2000)

SEC. 12B.2. NONDISCRIMINATION PROVISIONS.

Every contract and property contract for or on behalf of the City shall incorporate by reference and require the contractor to comply with the provisions of Section 12B.2. In addition, all contractors must incorporate by reference in all subcontracts and require subcontractors to comply with the requirements set forth in Sections 12B.2(a) and 12B.2(c) through 12B.2(k), and failure to do so shall constitute a material breach of contract.

In the performance of a contract the contractor agrees as follows:

- A. The contractor or subcontractor will not discriminate against any employee, City and County employee working with such contractor or subcontractor, or applicant for employment with such contractor or subcontractor on the basis of the fact or perception of that person's race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, AIDS/HIV status, 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 this Code. The contractor or 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 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. Nothing in this Chapter shall require or prohibit the establishment of new classifications of employees in any given craft. The provisions of this Section with respect to age shall not apply to (1) termination of employment because of the terms or conditions of any bona fide retirement or pension plan, (2) operation of the terms or conditions of any bona fide retirement or pension plan which has the effect of a minimum service requirement, and (3) operation of the terms or conditions of any bona fide group or insurance plan. The contractor or subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in such form and content as shall be furnished or approved by the awarding authority setting forth the provisions of this Section.

- B. The prime contractor shall state that the prime contractor does not, and will not during the term of the contract discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits as well as any benefits other than bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to State or local law authorizing such registration, subject to

the following conditions. In the event that the contractor's actual cost of providing a certain benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a certain benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor conditions providing such benefit upon the employee agreeing to pay the excess costs. In addition, in the event a contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, the contractor shall not be deemed to discriminate in the provision of benefits if the contractor provides the employee with a cash equivalent. The Director shall be the final arbiter of a contractor's or property contractor's compliance or substantial compliance with this Chapter and the Director's determination shall not be appealable to the Commission. Contractors shall treat as confidential to the maximum extent allowed by law or the requirements of contractor's insurance provider any request by an employee or applicant for employment for domestic partner or spousal benefits or any documentation of eligibility for domestic partner or spousal benefits submitted by an employee or applicant for employment.

In adopting this Section 12B.2(b), the intent of the Board of Supervisors is to equalize to the maximum extent legally permitted the total compensation between similarly situated employees with spouses and employees with domestic partners.

In particular, consistent with the severability clause set forth in Section 12B.6 below, the Board of Supervisors intends that if a court or agency of competent jurisdiction finds that a State or federal law, rule or regulation invalidates (1) the application of this Section to any business, person, type of compensation or benefit, or location; or (2) any other requirement of this Section, then the court or agency should sever the invalid clause and leave in effect the remainder of this Section.

- C. The contractor or subcontractor shall provide reasonable accommodation for qualified disabled applicants for employment and for qualified disabled employees. Said contractor or subcontractor need not provide reasonable accommodation if such would present an undue hardship. An undue hardship may include but not be limited to more than a de minimus cost, violation of the seniority rights of other co-workers as established by a bona fide seniority system, or a health or safety risk to the employee or co-employees. The burden of establishing an undue hardship rests on the employer.
- D. The contractor or subcontractor will in all solicitations or advertisements for employees placed by or on his or her behalf, state that qualified applicants will receive consideration for employment without regard to the fact or perception of their race, creed, religion, color, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or AIDS/HIV status.
- E. The contractor or subcontractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other agreement or understanding, a notice, in such form and content as shall be furnished or approved by the awarding authority, advising the said labor union or workers' representative of the

contractor's or subcontractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- F. The contractor or subcontractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Commission, the City's awarding authority or the Fair Employment and Housing Commission, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter, and upon request shall provide evidence that the contractor has complied or will comply with the nondiscrimination provisions of this Chapter.
- G. A contractor or subcontractor shall be deemed to have breached the nondiscrimination provisions of this Chapter upon:
 - 1. A finding by the Director or such other official who may be designated by the Commission, that the contractor or subcontractor has willfully violated such nondiscrimination provisions; or
 - 2. A finding by the California Fair Employment and Housing Commission that a contractor or subcontractor has violated any provision of the California Fair Employment and Housing Act or the nondiscrimination provisions of this Chapter, provided that the California Fair Employment and Housing Commission has issued a final order pursuant to Section 12970 of the Government Code, or has obtained a judgment and order enforcing the final order pursuant to Section 12973 of the Government Code; provided further, that for the purposes of these provisions, an order or injunction shall not be considered final during the period within which (1) appeal may be taken, or (2) the same has been stayed by order of court, or (3) further proceedings for vacation, reversal or modification are in progress before a competent administrative or judicial tribunal.
 - 3. Upon such finding by the Director or other official designated by the Commission, or the California Fair Employment and Housing Commission, the awarding authority shall notify the contractor or subcontractor that unless the contractor or subcontractor demonstrates to the satisfaction of the Director or other official designated by the Commission, within such reasonable period as the Commission shall determine, that the violation has been corrected, action will be taken as set forth in Subparagraphs (h) and (i) hereof.
 - 4. The Commission shall, within 10 days of the date of issuance of any finding by the Director or other official designated by the Commission for the enforcement of this Chapter, mail to any person or persons affected by said finding, a copy of said finding, together with written notice of the right to appeal such finding. Notice of appeal must be filed in writing with the Chairperson of the Commission within 20 days of the date of mailing said copy and notice.
 - 5. For purpose of appeal proceedings under this Section, a quorum shall consist of eight members of the Commission. The vote of the majority of the full Commission shall be necessary to affirm, reverse or modify such decisions, order or other action rendered hereunder. Should a member of the Commission be designated under Section 12B.2(g)(1) of this Chapter, that Commissioner may not participate in an appeal under this Section except as a witness.
 - 6. The presiding officer of the Commission shall have the power to administer oaths to witnesses in appeals before the Commission under this Section. In the event that any person shall fail or refuse to appear as a witness in any such proceeding after being requested to do so, and if it shall appear to the Commission that his or her testimony, or

books, records, documents or other things under his or her control are material and relevant as evidence in the matter under consideration by the Commission in the proceeding, the presiding officer of the Commission may subpoena such person, requiring his or her presence at the proceeding, and requiring him or her to bring such books, records, documents or other things under his or her control.

7. All appeals to the Commission shall be open to the public. Records and minutes shall be kept of such proceedings and shall be open to public inspection. Upon reaching a decision in any appeal, the Commission shall give written notice thereof to the Director or other official designated by the Commission, and the appellant or appellants. The decision of the Commission shall be final unless within 15 days of the filing and service of written notice thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party to the contract, property contract or subcontract.
 8. If any contractor or subcontractor shall fail to appear at an appeal proceeding of the Commission after having been given written notice to appear, such failure to appear shall be grounds for termination of the contract, property contract or subcontract and such contractor or subcontractor shall be deemed to have forfeited all rights, benefits and privileges thereunder.
 9. The Commission shall promulgate rules and regulations for the implementation of the nondiscrimination provisions of this Chapter.
- H. The awarding authority may deduct from the amount payable to the contractor or subcontractor by the City under any contract or property contract subject to this Chapter, or may impose upon the contractor or subcontractor, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Chapter. In addition to any other penalties provided for the violation of the nondiscrimination provisions of this Chapter or for the failure of any contractor or subcontractor to abide by the rules and regulations of the Commission, the contract, property contract or subcontract may be terminated or suspended, in whole or in part, by the awarding authority upon the basis of a finding as set forth in Section 12B.2(g) that the contractor has discriminated contrary to the provisions of this Chapter, and all moneys due or to become due hereunder may be forfeited to, and retained by, the City.
- I. A breach of the nondiscrimination provisions in the performance of a contract, property contract or subcontract shall be deemed by the City to be material breach of contract and the basis for determination by the awarding authority that the contractor or subcontractor is an irresponsible bidder as to all future contracts or property contracts for which such contractor or subcontractor may submit bids. Such contractor or subcontractor shall not for a period of up to two years thereafter, or until it shall establish and carry out a program in conformity with the nondiscrimination provisions of this Chapter, be allowed to act as a contractor or subcontractor under any contract or property contract.
- J. Nothing contained in this Chapter shall be construed in any manner so as to prevent the City from pursuing any other remedies that may be available at law, equity or under any contract or property contract.
- K. The contractor or subcontractor will meet the following standards for compliance:

1. If the contractor or subcontractor has been held to be an irresponsible bidder under Section 12B.2(i) hereof, the contractor or subcontractor shall furnish evidence that it has established and is carrying out a program in conformity with the nondiscrimination provisions of this Chapter.
2. The contractor or subcontractor may be required to file with the Commission a basic compliance report, which may be a copy of the federal EEO-1, or a more detailed report as determined by the Commission. Willful false statements made in such reports shall be punishable as provided by law. No contractor or subcontractor shall be held in noncompliance for not filing such a report with the Commission unless it has been specifically required to do so in writing by the Commission.
3. Personally, or through its representatives, the contractor or subcontractor shall, through negotiations with the unions with whom it has collective bargaining or other agreements requiring the contractor or subcontractor to obtain or clear its employees through the union, or when the contractor or subcontractor otherwise uses a union as an employment resource, attempt to develop an agreement which will:
 - a. Define and outline responsibilities for nondiscrimination in hiring, referral, upgrading and training;
 - b. Otherwise implement a nondiscrimination program in terms of the unions' specific areas of skill and geography, such as an apprenticeship program, to the end that minority workers will be available and given an equal opportunity for employment.
4. The contractor or subcontractor shall notify the awarding authority of opposition to the nondiscrimination provisions of a contract by individuals, firms or organizations during the term of the contract. (Amended by Ord. 489-86, App. 12/18/86; Ord. 84-87, App. 3/20/87; Ord. 433-94, App. 12/30/94; Ord. 215-96, App. 5/30/96; Ord. 440-96, App. 11/8/96; Ord. 481-96, App. 12/20/96; Ord. 201-97, App. 5/27/97; Ord. 286-97, App. 7/18/97; Ord. 255-99, File No. 991146, App. 10/8/99; Ord. 101-00, File No. 000476, App. 5/26/2000)

SEC. 12B.3. HUMAN RIGHTS COMMISSION EMPOWERED.

The San Francisco Human Rights Commission, its presiding officer and its director are hereby granted the power to do all acts and exercise all powers referred to in Section 12B.2 hereof. (Added by Ord. 261-66, App. 10/21/66)

SEC. 12B.4. NONDISCRIMINATION GUIDELINES.

The following nondiscrimination guidelines shall apply to all contracts and property contracts subject to this Chapter.

In order to be eligible to submit a bid or proposal or to have a bid or proposal considered by the awarding authority, the prospective contractor shall agree to abide by a nondiscrimination program, which conforms to the requirements of the Commission.

The Commission may also require contractors and subcontractors to take part in a pre-bid or pre- award conference in order to develop, improve or implement a qualifying nondiscrimination program.

- A. Nondiscrimination programs developed pursuant to this Section shall be effective for a period of 12 months from the date of approval by the Commission. Contractors or subcontractors who are members in good standing of a trade association which has negotiated a nondiscrimination program with the Commission may make this association program their commitment for the specific contract or property contract upon approval of the Commission without the process of a separate pre-bid or pre-award conference. Such an association agreement shall be effective for a period of 12 months from the date of approval by the Commission. Trade associations shall provide the Commission with a list of members in good standing in such association. The Commission shall annually supply contracting agencies of the City and County with a list of contractors and subcontractors who have developed approved nondiscrimination programs.
- B. The awarding authority shall be responsible for notifying all prospective bidders or proposers of the requirements of this Section and, when requested by the Commission, for notifying the Commission of each contract or property contract which is being proposed to be put to public bid.
- C. The proposed nondiscrimination program described by this Section, and the pre-bid or pre-award conference which may be required by the Commission, shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;
 - 2. Classroom preparation for the job when not apprentice able;
 - 3. Pre-apprenticeship education and preparation;
 - 4. Upgrading training and opportunities;
 - 5. Encouraging the use of contractors and subcontractors of all ethnic groups, provided, however, that any contract or property contract subject to this Chapter shall require the contractor or subcontractor to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the City for such work; and
 - 6. The entry of qualified minority journeypersons into the industry.
- D. Nondiscrimination agreements resulting from the proposed nondiscrimination programs or the pre-bid or pre-award conferences shall not be confidential and may be publicized by the Commission at its discretion. In addition, the Commission may report to the Board of Supervisors, either on request of the Board or on its own initiative, on the progress or the problems which attend the implementation of these agreements or any other aspect of enforcement of this Chapter.
- E. Any job training or education program using the funds, facilities, or staff of the City which, in the judgment of the Board of Supervisors or the Commission, can make a contribution to the implementation of this Chapter shall submit reports to the Commission as requested and shall be required to cooperate with the contractors, subcontractors and unions and with the Commission for the effectuation of the nondiscrimination programs developed under this

Chapter. (Amended by Ord. 498-75, App. 1/5/75; Ord. 201-97, App. 5/27/97; Ord. 286-97, App. 7/18/97)

SEC. 12B.5. CHAPTER APPLIES ONLY TO DISCRIMINATORY EMPLOYMENT PRACTICES.

- A. This Chapter shall not confer upon the City and County of San Francisco or any agency, board or commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or subcontractors engaged in the performance of City and County contracts or property contracts.
- B. The Board of Supervisors shall appropriate such funds from the General Fund of the City, subject to budgetary and fiscal provisions of the Charter, as it may deem necessary for the enforcement of this Chapter. (Amended by Ord. 340-68, App. 12/6/68; Ord. 201-97, App. 5/27/97)

SEC. 12B.5-1. NONAPPLICABILITY, EXCEPTIONS AND WAIVERS.

- A. The Director shall waive the requirements of this Chapter under the following circumstances:
 - 1. Whenever the Director finds, upon the advice of the awarding authority, that there is only one prospective contractor willing to enter into a property contract with the City for use of City property on the terms and conditions established by the City, or that the needed goods, services, construction services for a public work or improvement, or interest in or right to use real property are available only from a sole source and the prospective contractor is not currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements;
 - 2. If the contracting department, board or commission certifies in writing to the Director that pursuant to Administrative Code Sections 6.30 or 21.25 the contract or property contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Chapter capable of responding to the emergency is immediately available; provided that such certification must be made prior to the Controller's contract certification;
 - 3. Where the City Attorney certifies in writing to the Director that the contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of this Chapter.
- B. This Chapter shall not apply where the prospective contractor is a public entity and the Director finds that goods, services, construction services for a public work or improvement or interest in or right to use real property of comparable quality or accessibility as are available under the proposed contract or property contract are not available from another source, or that the proposed contract or property contract is necessary to serve a substantial public interest.
- C. This Chapter shall not apply where the contracting officer finds that the requirements of this Chapter will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any

such agency with respect to any such grant, subvention or agreement, provided that the contracting officer has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Chapter.

- D. Upon the request of a potential contractor or upon the contracting officer's own initiative, after taking all reasonable measures to find an entity that complies with the law, the contracting officer may waive any or all of the requirements of this Chapter for any contract, property contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the City as of the date of the enactment of this ordinance under the following circumstances:
1. Where the contracting officer determines that there are no qualified responsive bidders or prospective contractors who could be certified by the Commission as being in compliance with the requirements of this Chapter and that the contract or property contract is for goods, a service or a project that is essential to the City or City residents; or
 2. Where the contracting officer determines that transactions entered into pursuant to bulk purchasing arrangements through federal, State or regional entities which actually reduce the City's purchasing costs would be in the best interests of the City; or
 3. Where the contracting officer determines that the requirements of this Chapter would result in the City's entering into a contract with an entity that was set up, or is being used, for the purpose of evading the intent of this Chapter, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Chapter;
 4. The waiver authority granted to contracting officers in this Section 12B.5-1(d) shall be subject to the requirements that:
 - i. All proposed waivers must be submitted to the Director and the Clerk of the Board of Supervisors. All proposed waivers must set forth the reasons the contracting officer is requesting the waiver, what steps were taken to find an entity that complies with this Chapter and why the waiver does not defeat the intent of this Chapter, which is to prohibit the City from entering into contracts with entities that discriminate based on the criteria set forth in this Chapter. Such waivers shall be subject to the prior approval of the Director, who shall take action approving or denying a proposed waiver within 30 days of receiving a notification of a proposed waiver from a contracting officer. If after 30 days the Director has taken no action on the proposed waiver, the waiver shall be deemed approved. The Clerk of the Board of Supervisors shall list the notice of the proposed waiver at the rear of the next available Board agenda, and
 - ii. Contracting officers report to the Director whenever such a waiver is granted within five days of granting the waiver, and
 - iii. For any contract subject to approval by the Board, the contracting officer shall state in the approving resolution whether any waiver under this Section 12B.5-1(d) has been or is proposed to be granted for that contract, and
 - iv. The Director shall conduct quarterly comprehensive reviews of the use of the waiver authority by departments and shall make a report to the Board of Supervisors. Contracting officers who have exercised waiver authority under this Section 12B.5-1(d) in the previous quarter must appear before a Board of Supervisors committee and report on their use of such waiver authority. If the Board finds abuse of waiver authority by a department under this Section 12B.5-1(d), either as a result of a report of the Director or upon its own initiative, the Board may by resolution transfer

that waiver authority for that department to the Director, to be exercised by the Director upon recommendation of the contracting officer under any or all of the circumstances enumerated in this Section 12B.5-1(d);

5. Nothing in this Section 12B.5-1(d) shall limit the right of the Board of Supervisors to waive the provisions of this Chapter.
- E. This Chapter shall not apply to (i) the investment of trust moneys or agreements relating to the management of trust assets, (ii) City moneys invested in U.S. government securities or under pre-existing investment agreements, or (iii) the investment of City moneys where the Treasurer finds that:
1. No person, entity or financial institution doing business in the City and County which is in compliance with this Chapter is capable of performing the desired transactions(s); or
 2. The City will incur a financial loss which in the opinion of the Treasurer would violate his or her fiduciary duties.
 3. This subparagraph (e) shall be subject to the requirement that City moneys shall be withdrawn or divested at the earliest possible maturity date if deposited or invested with a person, entity or financial institution other than the U.S. government, which does not comply with this Chapter.
- F. The General Manager of the Public Utilities Commission may waive the requirements of this Chapter where the contractor is providing wholesale or bulk water, power or natural gas, the conveyance or transmission of same, or ancillary services such as spinning reserve, voltage control, or loading scheduling, as required for assuring reliable services in accordance with good utility practice, to or on behalf of the San Francisco Public Utilities Commission; provided that the purchase of same may not practically be accomplished through the City's standard competitive bidding procedures; and further provided that this exemption shall not apply to contractors or franchisees providing direct, retail services to end users within the City and County of San Francisco.
- G. Sections 12B.1(b) and 12B.2(b) shall not apply to any contracts or property contracts executed or amended prior to June 1, 1997, or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City, prior to June 1, 1997, unless and until such contracts or property contracts are amended after June 1, 1997, and would otherwise be subject to this Chapter. (Added by Ord. 481-96, App. 12/20/96; amended by Ord. 401-97, App. 5/27/97; Ord. 286-97, App. 7/18/97; Ord. 431-97, App. 11/21/97)

SEC. 12B.6. SEVERABILITY.

This Chapter shall be construed so as not to conflict with applicable federal or State laws, rules or regulations. Nothing in this Chapter shall authorize any City agency to impose any duties or obligations in conflict with limitations on municipal authority established by federal law at the time such agency action is taken.

In the event that a court or agency of competent jurisdiction holds that the State or federal law, rule or regulation invalidates any clause, sentence, paragraph or section of this Chapter or the application thereof to any person or circumstances, it is the intent of the Board of

Supervisors that the court or agency sever such clause, sentence, paragraph or section so that the remainder of this Chapter shall remain in effect. (Amended by Ord. 261-66, App. 10/21/66; Ord. 286-97, App. 7/18/97)

APPENDIX E: ATTACHMENTS

1. FTA Requirements for Procurement Contracts
2. Negotiation Procurement Procedure
3. SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY – Protest Procedures for Federally Assisted Rolling Stock Contracts
4. Nondiscrimination in Property Contracts .

1. FTA REQUIREMENTS FOR PROCUREMENT CONTRACTS

1. DEFINITIONS

- A. **Approved Project Budget** means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the City is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.
- B. **Contractor** means the individual or entity awarded a third party contract financed in whole or in part with Federal assistance originally derived from FTA.
- C. **Cooperative Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.
- D. **Federal Transit Administration (FTA)** is an operating administration of the U.S. DOT.
- E. **FTA Directive** includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.
- F. **Grant Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.
- G. **Government** means the United States of America and any executive department or agency thereof.
- H. **Project** means the task or set of tasks listed in the Approved Project Budget, and any modifications stated in the Conditions to the Grant Agreement or Cooperative Agreement applicable to the Project. In the case of the formula assistance program for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. §§ 5307, 5310, and 5311, respectively, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require, to effectuate the requirements of the Grant Agreement or Cooperative Agreement.
- I. **Recipient** means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the City.
- J. **Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.
- K. **Third Party Contract** means a contract or purchase order awarded by the Recipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.
- L. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.
- M. **U.S. DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.

2. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. ACCESS TO RECORDS

- A. The Contractor agrees to provide the City and County of San Francisco, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i)(11).

4. DEBARMENT AND SUSPENSION

See Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

5. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. CIVIL RIGHTS

- A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOT) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS *(applicable to non-construction contracts in excess of \$100,000 that employ laborers or mechanics on a public work)*

- A. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

- C. **Withholding for unpaid wages and liquidated damages** - The City and County of San Francisco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

8. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9. CLEAN WATER REQUIREMENTS *(applicable to all contracts in excess of \$100,000)*

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. CLEAN AIR *(applicable to all contracts and subcontracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.)*

- A. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. PRIVACY

If Contractor or its employees administer any system of records on behalf of the Federal Government, Contractor and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act). Specifically, Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Government. Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

12. DRUG AND ALCOHOL TESTING

To the extent Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," 49 CFR Parts 653 and "Prevention of Alcohol Misuse in Transit Operations," 49 CFR Part 654.

13. TERMINATION FOR CONVENIENCE OF CITY (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

14. TERMINATION FOR DEFAULT (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

15. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (\$100,000 or less) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

16. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

The Contractor agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry

bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

18. BUS TESTING (*applies to contracts for rolling stock*)

To the extent applicable, the Contractor (or Manufacturer) agrees to comply with the requirements of 49 U.S.C. § 5323(c) and FTA implementing regulations at 49 CFR Part 665, and shall perform the following:

- A. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Recipient at a point in the procurement process specified by the Recipient which will be prior to the Recipient's final acceptance of the first vehicle.
- B. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- C. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Recipient prior to Recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- D. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

To the extent applicable, Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(l) and FTA implementing regulations at 49 CFR Part 663, and to submit the following certifications:

- A. **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that are planned to take place and actually took place at the final assembly point and the cost of final assembly.
- B. **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications and provide information and access to Recipient and its agents to enable them to conduct post-award and post-delivery audits.
- C. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit (1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

20. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed

international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

22. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Appendix E2: NEGOTIATED PROCUREMENT PROCEDURE

1. General

Section 21.4(e) of the San Francisco Administrative Code authorizes the San Francisco Municipal Transportation Agency (SFMTA) to use negotiated procurement procedures for the purchase of transit revenue vehicles. This document describes the negotiated procurement process.

2. Evaluate Proposals

After determining which proposers meet or exceed any minimum eligibility standards and which proposals are responsive to the RFP, an SFMTA evaluation committee will:

- Evaluate proposals according to criteria set forth in the RFP
- Identify potentially beneficial substitute designs or approaches for further discussions with proposers
- Identify and document any requirements in the RFP that the SFMTA may wish to change or add based on information provided in proposals.

3. Determine the Proposals Ranking in the Competitive Range

Based on the proposers' scores, the SFMTA may establish a competitive range and determine that the scores of certain proposers fall outside the competitive range. Proposers determined to be outside of the competitive range will be eliminated from further consideration. At the earliest practical time, SFMTA will provide written notice to any proposers whose scores have been determined to lie outside the competitive range. This notice will entitle excluded proposers to file a Protest in accordance with the Protest Procedures referenced in Section 7 below.

After completing any analyses required by funding agencies or applicable law, if the SFMTA finds only one proposal to be in the competitive range, the SFMTA may either proceed to award the contract to that proposer or commence negotiations with that proposer.

4. Negotiations with Proposers in Competitive Range

The SFMTA will negotiate with all proposers who have not been excluded from the competitive range. The content and extent of the negotiations may vary from one proposer to another.

5. Request for Best and Final Offers (BAFOs)

Following the conclusion of negotiations with all proposers in the competitive range, SFMTA may proceed to award a contract based on the evaluation of the original proposals or revise the RFP package, including the specifications or agreement, and invite those proposers to submit a BAFO. The BAFO will provide the opportunity for proposers to modify their offers as a result of negotiations and any changes SFMTA makes to the RFP by way of addenda.

6. Best and Final Offer Evaluation

The SFMTA will evaluate BAFOs according to the RFP selection criteria as they may be amended by any addenda. After evaluation of the BAFOs, the SFMTA may conduct further negotiations and/or solicit additional BAFOs. Upon completion of any negotiations and/or BAFO evaluation, the SFMTA may proceed to award a contract to the proposer who receives the highest ranking in accordance with the RFP

7. Protest Procedures

Any protest under these Negotiated Procurement Procedures shall be submitted and evaluated in accordance with the SFMTA's "Protest Procedures for Federally Assisted Rolling Stock Contracts."

**APPENDIX E-3
MUNICIPAL TRANSPORTATION AGENCY
PROTEST PROCEDURES FOR
FEDERALLY ASSISTED
ROLLING STOCK CONTRACTS
REVISED: October 2013**

The following procedures apply to the receipt, evaluation and determination of Protests challenging the Selection Process leading to the award of a contract for procurement of federally funded rolling stock:

1. **Protest Definition:** A Protest is a written challenge by a Proposer concerning the manner in which the SFMTA has conducted a Selection Process or the selection of one Proposer or Proposal over another. An entity or person that has not submitted a Proposal may not submit a Protest. An objection to the contents or requirements of Proposal Documents is not a Protest and shall be addressed under the provisions of the Proposal Documents.
2. **Protest Requirements:** A Protest must state with specificity each and every one of the grounds on which the Proposer challenges the Selection Process or the selection of one Proposer or Proposal over another. A 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 evaluate and determine the validity of the Protest.
3. **Protest Deadline:** A Protest must be submitted in writing to the SFMTA no later than five Days following the date the SFMTA issues a notice to a Proposer of its intent to award a contract to another Proposer. If the Selection Process requires submission of documents in separate phases, and a Proposer may be disqualified at the end of a phase prior to award, then a Protest regarding a phase of the Selection Process must be submitted in writing to SFMTA no later than five Days following the date the SFMTA issues notice to the Proposers of the results of that phase of the Selection Process. Nothing in this procedure precludes the SFMTA from continuing with a Selection Process pending the resolution of any Protest.
4. **Protest Submission:** A Protest must be submitted to the SFMTA contact person identified in SFMTA Proposal Documents, with a copy to the Director of Transportation and SFMTA General Counsel.
5. **Protest Review:** A designated SFMTA staff person will review any Protest that does not relate to DBE requirements. The SFMTA will provide a written response to each material issue or allegation stated in the Protest and explain the SFMTA's reasons for decision. To the extent that a Protest makes claims regarding any other Proposer, the SFMTA shall solicit a response from that Proposer before issuing its

written response.

6. Appeal of Staff Determination: A Protestor dissatisfied with the SFMTA 's written response may appeal that decision to the Director of Transportation no later than five Days following the date the SFMTA issues its decision. The Director will review the Protest and the SFMTA staff decision. The Director may, in his or her sole discretion, affirm the staff determination or issue an alternate determination. If not appealed, the SFMTA staff decision is the final administrative determination of the Protest. If the staff decision is appealed, the determination of the Director of Transportation is the final administrative determination of the Protest.
7. Appeal to FTA: A protestor may appeal a determination of the Director of Transportation to the FTA if the Protest alleges that the SFMTA: (1) failed to follow its written protest procedures; or (2) failed to review a Protest. A protest to the FTA must be delivered to the FTA Regional Administrator for Region IX within five Days of the date the protester receives actual or constructive notice of the SFMTA's final decision. A protester must exhaust all administrative remedies with the SFMTA before submitting a Protest to the FTA.
8. DBE-Related Objections: The FTA normally establishes DBE goals and administers DBE programs for rolling stock procurement. See 49 CFR § 26.49. Any issue regarding compliance with DBE requirements for rolling stock procurements should be directed to the FTA's Office of Civil Rights.
9. Definitions: For purposes of these procedures, the following terms shall have the stated meanings:

Days: Working days of the City and County of San Francisco (unless otherwise indicated).

Proposal: An offer to provide rolling stock and related services submitted in response to a request for proposals (RFP) or a statement of qualifications submitted in response to a request for qualifications (RFQ).

Proposal Documents: The RFP or RFQ, and other documents issued by the SFMTA, to advertise or solicit Proposals.

Proposer: A person or entity that submits a Proposal.

Selection Process: The SFMTA process to solicit and evaluate Proposers and Proposals, determine whether Proposers are responsible and Proposals are responsive, and select Proposers to negotiate a proposed contract.

APPENDIX E-4

**CHAPTER 12C
NONDISCRIMINATION IN PROPERTY CONTRACTS**

- Sec. 12C.1. All Contracts and Property Contracts to Include Nondiscrimination Provisions.
- Sec. 12C.2. Definitions.
- Sec. 12C.3. Nondiscrimination Provisions.
- Sec. 12C.4. Human Rights Commission Empowered.
- Sec. 12C.5. Funding.
- Sec. 12C.5-1. Nonapplicability, Exceptions and Waivers.
- Sec. 12C.6. Severability.

SEC. 12C.1. ALL CONTRACTS AND PROPERTY CONTRACTS TO INCLUDE NONDISCRIMINATION PROVISIONS.

- A. All contracting agencies of the City, or any department thereof, acting for or on behalf of the City and County, shall include in all contracts and property contracts a provision obligating the contractor not to discriminate on the basis of the fact or perception of that person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, operated by that contractor, and shall require such contractor to include a similar provision in all subcontracts.
- B. The requirements of this Chapter shall apply to (i) any of a contractor's operations within San Francisco; (ii) a contractor's operations on real property outside of San Francisco owned by the City or which the City has a right to occupy if the contractor's presence at that location is connected to a contract or property contract with the City; (iii) where the work is being performed by a contractor for the City within the United States; and (iv) any of a contractor's operations elsewhere within the United States. (Amended by Ord. 489-86, App. 12/18/86; Ord. 433-94, App. 12/30/94; Ord. 440-96, App. 11/8/96; Ord. 481-96, App. 12/20/96; Ord. 201-97, App. 5/27/97; Ord. 286-97, App. 7/18/97)

SEC. 12C.2. DEFINITIONS. As used in this Chapter the term:

“Age” for the purpose of membership refers to the age of any person who has attained the age of 18 years, except for bona fide senior citizen organizations.

“City” shall mean the City and County of San Francisco.

“Commission” shall mean the Human Rights Commission of the City and County of San Francisco.

“Contract” shall mean an agreement for public works or improvements to be performed, or grants to be provided, or for goods or services to be purchased, at the expense of the

City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City and County, and does not include property contracts, agreements entered into pursuant to settlement of legal proceedings, or contracts for a cumulative amount of \$5,000 or less per vendor in each fiscal year.

“Contractor” means any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract or property contract with a department head or officer empowered by law to enter into contracts or property contracts on the part of the City and County.

“Director” shall mean the Director of the Human Rights Commission.

“Disability” is a physical or mental impairment which substantially limits one or more major life activities, or a record of such an impairment.

“Domestic partner” shall mean any person who has a currently registered domestic partnership with a governmental body pursuant to State or local law authorizing such registration.

“Gender identity” shall mean a person's various individual attributes as they are understood to be masculine and/or feminine.

“Property contract” shall mean a written agreement for the exclusive use or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements. For the purposes of this Chapter, “exclusive use” means the right to use or occupy real property to the exclusion of others, other than the rights reserved by the fee owner. “Property contract” shall not include a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit, except that “property contract” shall include such permits granted to a private entity for the use of City property for the purpose of a for-profit activity. “Property contract” shall also not include street excavation, street construction or street use permits, agreements for the use of City right-of-way where a contracting utility has the power of eminent domain, or agreements governing the use of City property which constitutes a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally recognized as protected by the First Amendment to the U.S. Constitution, or which are primarily recreational in nature.

“Qualified disabled employee” shall mean a person able to perform the essential functions of a job with reasonable accommodation.

“Sex” shall mean the character of being male or female.

“Sexual orientation” shall mean the status of being lesbian, gay, bisexual or heterosexual.

“Subcontract” shall mean an agreement to (i) provide goods and/or services, including construction labor, materials or equipment, to a contractor, if such goods or services are procured or used in the fulfillment of the contractor's obligations arising from a contract with the City, (ii) to transfer the right to occupy or use all or a portion of a real property interest subject to a property contract to a subcontractor and pursuant to which the contractor remains obligated under the property contract.

“Subcontractor” means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a subcontract with a contractor. Such term shall include any person or entity who enters into an agreement with any subcontractor or the performance of 10 percent or more of any subcontract. (Amended by Ord. 489-86, App. 12/18/86; Ord. 433-94, App. 12/30/94; Ord. 440-96, App. 11/8/96; Ord. 481-96, App. 12/20/96; Ord. 201-97, App. 5/27/97)

SEC. 12C.3. NONDISCRIMINATION PROVISIONS.

Every contract and property contract entered into by any agency of the City shall incorporate by reference and require contractor to comply with the nondiscrimination provisions of Section 12C.3. In addition, all contractors must incorporate by reference in all subcontracts and require subcontractors to comply with the requirements of this Section 12C.3, and failure to do so shall constitute a material breach of contract.

In the performance of a contract, the contractor or subcontractor shall agree as follows:

- A. The contractor or subcontractor will not discriminate against any person seeking accommodations, advantages, facilities, privileges, services, or membership in the business, social or other establishment or organization operated by the contractor or subcontractor on the basis of the fact or perception of that person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status. Services provided by contractor or subcontractor to the public shall be provided regardless of disability of persons otherwise entitled to or qualified for such services.

- B. Should the contractor or subcontractor operate as a membership organization, the contractor or subcontractor will permit access to its membership records, rules, regulations and other pertinent data, by the City's awarding authority, or the Commission, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Chapter, and on request provide evidence that the contractor or subcontractor has complied or will comply with the nondiscrimination provisions of this Chapter. The Director shall be the final arbiter of a contractor's or subcontractor's compliance or substantial compliance with this Chapter and the Director's determination shall not be appealable to the Commission.

- C. A contractor or subcontractor shall be deemed to have breached the nondiscrimination provisions of this Chapter upon:
 - 1) A finding by the Director or such other official who may be designated by the Commission, that contractor or subcontractor has willfully violated such nondiscrimination provisions.
 - 2) Upon such finding by the Director or other official designated by the Commission, the awarding authority shall notify the contractor or subcontractor that unless the contractor or subcontractor demonstrates to the satisfaction of the Director or other official designated by the Commission within such reasonable period as the Commission shall determine, that the violation has been corrected, action will be taken as set forth in Section 12C.3(d) and/or Section 12C.3(g).

- 3) The Commission shall, within 10 days of the date of issuance of any findings by the Director or other official designated by the Commission for the enforcement of this Chapter, mail to any person or persons affected by said finding, a copy of said finding, together with written notice of the right to appeal such finding. Notice of appeal must be filed in writing with the Chairperson of the Commission within 20 days of the date of mailing said copy and notice.
- 4) For purposes of appeal proceedings under this Section, a quorum shall consist of eight members of the Commission. The vote of the majority of the full Commission shall be necessary to affirm, reverse or modify such decisions, order or other action rendered hereunder. Should a member of the Commission be designated under Section 12C.3(c)(1) of this Chapter, that Commissioner may not participate in an appeal under this Section except as a witness.
- 5) The presiding officer of the Commission shall have the power to administer oaths to witnesses in appeals before the Commission under this Section. In the event that any person shall fail or refuse to appear as a witness in any such proceeding after being requested to do so, and if it shall appear to the Commission that his or her testimony, or books, records, documents or other things under his or her control are material and relevant as evidence in the matter under consideration by the Commission in the proceeding, the presiding officer of the Commission may subpoena such person, requiring his or her presence at the proceeding and requiring him or her to bring such books, records, documents or other things under his or her control.
- 6) All appeals to the Commission shall be open to the public. Records and minutes shall be kept of such proceedings and shall be open to public inspection. Upon reaching a decision in any appeal, the Commission shall give written notice thereof to the Director or other official designated by the Commission, and the appellant or appellants. The decision of the Commission shall be final unless within 15 days of the filing and service of written notice thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party to the contract, property contract or subcontract.
- 7) If any contractor or subcontractor shall fail to appear at an appeal proceeding of the Commission after having been given written notice to appear, such failure to appear shall be grounds for termination of the contract, property contract or subcontract and such contractor or subcontractor shall be deemed to have forfeited all rights, benefits and privileges thereunder.
- 8) The Commission shall promulgate rules and regulations for the implementation of the nondiscrimination provisions of this Chapter.

D. A breach of the nondiscrimination provisions in the performance of a contract, property contract or subcontract shall be deemed by the City to be a material breach of contract and the basis for determination by the awarding authority that the contractor or subcontractor is an irresponsible contractor or subcontractor as to all future contracts or property contracts for which such contractor or subcontractor may submit bids. Such contractor or subcontractor shall not, for a period of up to two years thereafter, or until it shall establish and carry out a program in conformity with the nondiscrimination provisions of this Chapter, be allowed to act as a contractor or subcontractor under any contract or property contract.

- E. Nothing contained in this Chapter shall be construed in any manner so as to prevent the City from pursuing any other remedies that may be available at law, equity or under any contract or property contract.
- F. The contractor or subcontractor will meet the following standards for compliance:
- 1) If the contractor or subcontractor has been held to be irresponsible under Section 12C.3(d) hereof, the contractor or subcontractor shall furnish evidence that it has established and is carrying out a program in conformity with the nondiscrimination provisions of this Chapter.
 - 2) The contractor or subcontractor may be required to file with the Commission a basic compliance report. Willful false statements made in such reports shall be punishable as provided by law. No contractor or subcontractor shall be held in noncompliance for not filing such a report with the Commission unless it has been specifically required to do so in writing by the Commission.
 - 3) The awarding authority may deduct from the amount payable to the contractor or subcontractor by the City under any contract or property contract subject to this Chapter, or may impose upon the contractor or subcontractor, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Chapter. In addition to any other penalties provided for the violation of the nondiscrimination provisions of this Chapter or for the failure of any contractor or subcontractor to abide by the rules and regulations of the Commission, the contract, property contract or subcontract may be terminated or suspended, in whole or in part, by the awarding authority upon the basis of a finding as set forth in Section 12C.3(d) that the contractor or subcontractor has discriminated contrary to the provisions of this Chapter, and all moneys due or to become due hereunder may be forfeited to, and retained by, the City. (Amended by Ord. 489-86, App. 12/18/86; Ord. 433-94, App. 12/30/94; Ord. 201-97, App. 5/27/97; Ord. 286-97, App. 7/18/97)

SEC. 12C.4. HUMAN RIGHTS COMMISSION EMPOWERED.

The San Francisco Human Rights Commission, its presiding officer and its director are hereby granted the power to do all acts and exercise all powers referred to in Section 12C.3 thereof. (Amended by Ord. 84-77, App. 3/11/77)

SEC. 12C.5. FUNDING.

The Board of Supervisors shall appropriate such funds from the General Fund of the City and County of San Francisco, subject to budgetary and fiscal provisions of the Charter, as it may deem necessary for enforcement of this ordinance. (Amended by Ord. 84-77, App. 3/11/77)

SEC. 12C.5-1. NONAPPLICABILITY, EXCEPTIONS AND WAIVERS.

- A. The Director shall waive the requirements of this Chapter under the following circumstances:
- 1) Whenever the Director finds, upon the advice of the awarding authority, that there is only one prospective contractor willing to enter into a property contract with the City for use of City property on the terms and conditions established by the City, or that the needed goods, services, construction services for a public work or improvement, or interest in or right to use real property are available only from a sole source, and the prospective contractor is not currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements;
 - 2) If the contracting department or commission certifies in writing to the Director that pursuant to Administrative Code Section 6.30 or 21.25 the contract or property contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Chapter capable of responding to the emergency is immediately available; provided that such certification must be made prior to the Controller's contract certification;
 - 3) Where the City Attorney certifies in writing to the Director that the contract involves specialized litigation requirements such that it would be in the best interests of the City to waive the requirements of this Chapter.
- B. This Chapter shall not apply where the prospective contractor is a public entity and the Director finds that goods, services, construction services for a public work or improvement or interest in or right to use real property of comparable quality or accessibility as are available under the proposed contract or property contract are not available from another source, or that the proposed contract or property contract is necessary to serve a substantial public interest.
- C. This Chapter shall not apply where the contracting officer finds that the requirements of this Chapter will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the contracting officer has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Chapter.
- D. The Board of Supervisors may waive by resolution any or all of the requirements of this Chapter in any instance in which (i) the awarding authority determines that there are no qualified responsive bidders or prospective contractors who comply with the requirements of this Chapter, and that the contract or property contract is for an essential City service or project; or (ii) the Board determines that transactions entered into pursuant to bulk purchasing arrangements through federal, State or regional entities which actually reduce the City's purchasing costs would be in the best interests of the City.

- E. This Chapter shall not apply to (i) the investment of trust moneys or agreements relating to the management of trust assets, (ii) City moneys invested in U.S. government securities or under pre-existing investment agreements, or (iii) the investment of City moneys where the Treasurer finds that:
- 1) No person, entity or financial institution doing business in the City and County which is in compliance with this Chapter is capable of performing the desired transactions(s); or
 - 2) The City will incur a financial loss which in the opinion of the Treasurer would violate his or her fiduciary duties. This subparagraph (e) shall be subject to the requirement that City moneys shall be withdrawn or divested at the earliest possible maturity date if deposited or invested with a person, entity or financial institution other than the U.S. government which does not comply with this Chapter.
- F. The General Manager of the Public Utilities Commission may waive the requirements of this Chapter where the contractor is providing wholesale or bulk water, power or natural gas, the conveyance or transmission of same, or ancillary services such as spinning reserve, voltage control, or loading scheduling, as required for assuring reliable services in accordance with good utility practice, to or on behalf of the San Francisco Public Utilities Commission; provided that the purchase of same may not practically be accomplished through the City's standard competitive bidding procedures; and further provided that this exemption shall not apply to contractors or franchisees providing direct, retail services to end users within the City and County of San Francisco. (Added by Ord. 481-96, App. 12/20/96; amended by Ord. 201-97, App. 5/27/97; Ord. 286-97, App. 7/18/97)

SEC. 12C.6. SEVERABILITY.

This Chapter shall be construed so as not to conflict with applicable federal or State laws, rules or regulations. Nothing in this Chapter shall authorize any City agency to impose any duties or obligations in conflict with limitations on municipal authority established by federal law at the time such agency action is taken.

In the event that a court or agency of competent jurisdiction holds that the State or federal law, rule or regulation invalidates any clause, sentence, paragraph or section of this Chapter or the application thereof to any person or circumstances, it is the intent of the Board of Supervisors that the court or agency sever such clause, sentence, paragraph or section so that the remainder of this Chapter shall remain in effect. (Amended by Ord. 84-77, App. 3/11/77; Ord. 286-97, App. 7/18/97)