

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Finance Administration and Information Technology

BRIEF DESCRIPTION:

Authorize the Director of Transportation to execute the Fifth Amendment to SFMTA Contract No. 2008/09-061 with PRWT Services, Inc., for Citations Processing and Support Services to extend the agreement for two years, until October 31, 2018, and to increase the contract by \$15,159,658 for a total amount not-to-exceed \$77,885,593; to recommend that the Board of Supervisors approve the Fifth Amendment pursuant to Charter Section 9.118; and, authorize the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. 2016-83 for Citation Processing, Permit Processing and Support Services, and negotiate a contract for these services with the highest-ranked proposer(s) for a term of five years, with the option to extend the contract for up to five additional years.

SUMMARY:

- The current agreement for citation processing and support services with PRWT Services was approved in November 2008 for five years with the option to renew for up to additional five years. It was extended in 2013 for two years, and for an additional year in 2015, and will expire on October 31, 2016.
- The proposed extension is being requested for three reasons: 1) funding will be exhausted before the proposed contract extension expires; 2) the agency will, with SFMTA Board approval, release a Request for Proposals (RFP) to solicit proposals for new Citation Processing and Permit Processing agreements, and it is anticipated that the proposal submittal, evaluation, contract negotiations and approval process will take longer than the time remaining in the current extension; and 3) since the competitive procurement may result in the award of separate contracts for permit processing and citation services, additional time may be needed for integration between systems, and transition between vendors.
- Board of Supervisors approval is required for amending the current agreement.
- The RFP will contain the option for vendors to submit proposals for only citation processing, only permit processing, or both services. Bid proposals for collections services under the current agreement will be sought under a separate RFP to be issued at a later date; the vendor chosen for citation processing will not be eligible for the collection services contract.

ENCLOSURES:

1. SFMTAB Resolution
2. Fifth Amendment to the Citation Processing Agreement
3. Request for Proposal

APPROVALS:

DATE

DIRECTOR _____

7/12/16

SECRETARY R. Boomer _____

7/12/16

ASSIGNED SFMTAB CALENDAR DATE: July 19, 2016

PURPOSE

Authorize the Director of Transportation to execute the Fifth Amendment to SFMTA Contract No. 2008/09-061 with PRWT Services, Inc., for Citations Processing and Support Services to extend the agreement for two years, until October 31, 2018, and to increase the contract by \$15,159,658 for a total amount not-to-exceed \$77,885,593; to recommend that the Board of Supervisors approve the Fifth Amendment pursuant to Charter Section 9.118; and, to authorize the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. 2016-83 for Citation Processing, Permit Processing and Support Services, and negotiate a contract for these services with the highest-ranked proposer(s) for a term of five years, with the option to extend the contract for up to five additional years.

GOAL

The item will support the following strategic goals:

Goal 2: Make transit, walking, bicycling, taxi, ridesharing and carsharing the preferred means of travel.
Objective 2.1—Improve customer service and communications.

Goal 3: Improve the environment and quality of life in San Francisco.
Objective 3.4—Deliver services efficiently.

DESCRIPTION

The citation processing agreement with PRWT Services was awarded in November 2008. The original term of the agreement was for five years, with the option to extend for up to five additional years. Under the current agreement, PRWT electronically and manually processes approximately 1.3M citations annually that are issued by SFMTA Enforcement for parking violations through handheld electronic citation issuing devices or manually written citations. These citations are entered into PRWT's proprietary citation management system which automatically issues violation notices to the registered vehicle owners, tracks and manages payments for customer service and accounting purposes. Other services provided by PRWT include processes parking permits and payment in their system, special collection activities related to delinquent citations and license plate recognition hardware/software and support.

Summary of Contract Extensions

- 1st Amendment (November 1, 2011): Addition of a pilot to evaluate issuing citations via cameras on DPW street sweepers. Determined to not be viable given current City resources.
- 2nd Amendment (February 1, 2013): Purchase of additional handheld devices and accessories for Sunday Enforcement. Discontinued as of June 30, 2014.
- 3rd Amendment (November 1, 2013): Extension of agreement for two of five extension years approved by both Boards.

- 4th Amendment (November 1, 2015): Extension of agreement for the third of five extension years, approved by both Boards. Additional services were also added to address immediate ongoing service needs (RPP fulfillment, escheatment, extended handheld citation writing device warranties and purchase of additional handheld accessories.) This amendment included the option to extend the agreement for the final two years originally approved by both Boards.

At the time the 4th Amendment was approved, the SFMTA had hired Dixon Resources, a consulting firm, to research current industry practices to form the base scope of work (SOW) for the pending request for proposals. This industry practice review identified processes currently used by other municipalities, potential firms that could do the work and latest available citation processing software. Twelve municipalities were researched with a focus on four cities that included Boston, Portland, Seattle and Charlotte and how they compared to the SFMTA. The review compared Citation Processing systems, Permitting, Enforcement, Adjudication, Accounting and Collection functions. The main finding of the report is that there is little standardization of municipal citation, permit and associated function management programs within the industry; however there are common areas for improvement with regard to software functionality that are now available in the current market. The current system used by the SFMTA needs improvements in areas such as flexible and dynamic reporting capabilities, real-time payment options, user interaction tracking, assisted deployment and Enforcement management tools, handheld citation issuance software that supports the use of smartphones and/or tablet, etc. Many of the desired improvements to the current system under the current agreement would be a significant expense to the SFMTA in development cost. Recommended improvements from the industry review have been incorporated into the RFP.

Further extension of the agreement for the remaining two years would accomplish the following: 1) lock in the 2008 per citation fee of \$2.89 for the duration of any extension period up to new contract award, and 2) allow for software system transition or integration needs should the current contractor not be chosen and/or should multiple vendors be chosen for the new agreement.

Modifications to Contract Components through the RFP

The current agreement combines citation processing, permit processing and special collections functions and support. Only one proposal was submitted for the current agreement due to the broad scope of service. The new RFP consists of separate citations and permit processing requirements to allow potential vendors to bid on one or the other, or both services. This allows vendors with more focused services to bid on either service. Proposals for the collection services portion of services will be sought under a separate RFP to be issued at a later date. The vendor chosen for citation processing services will not be eligible for the collection services contract in order to prevent any potential conflict of interest, whereby the vendor's citation processing efforts or lack thereof, may contribute to the citation becoming delinquent requiring collection activities where the vendor can make more profit at the expense of the SFMTA. The RFP contains an outline of citation processing types that requires special handling (e.g. out-of-state, fleet, rental vehicles), including transfer to the eventual collections vendor, once selected.

RFP summary

- Citation processing: Handheld citation writing and other enforcement tools such as license plate recognition cameras, citation writing and enforcement personnel management software, Citation processing software for cashiering and adjudication (administrative review and hearings), along with vendor support where needed.
- Permit processing: Permit processing software and vendor support where needed.
- Elements common to both services: Data migration and integration with each other's system as well as other systems used in SFMTA's parking management and enforcement programs; software acceptance testing, financial processing and audit support, reporting capabilities, staffing, and training and manuals.

The Local Business Enterprise (LBE) goal for the citations portion of the RFP will be 11%; the LBE goal for the permit portion of the RFP will be 12%.

Pursuant to the Board's contracting delegation policy, when a contract will require Board of Supervisor approval, staff brings the issuance of the RFP to the SFMTA Board of Directors.

PUBLIC OUTREACH

The RFP will be released with supporting advertising and placement in all required City avenues of outreach to potential vendors.

ALTERNATIVES CONSIDERED

For the contract extension, the alternative would be to not extend the agreement. However, vendor-supported citation processing and related services remain vital to enforcement of parking regulations and cannot be interrupted without significant consequences to traffic management and revenue generated from permit and citation payments.

For the RFP, the alternative would be to not solicit bids, however the current agreement expires on October 31, 2018 when its ten year maximum contract term is reached. Another alternative would be to not separate the Collections RFP from the Citation Processing RFP but this would limit participation and therefore competition from vendors whose primary expert service is in collection activity. This could have a potential negative financial impact in limiting the maximum possible percentage of collections from delinquent citations.

FUNDING IMPACT

Funding costs for the extension will be approximately \$15.2 million and are included in the SFMTA's FY17 and FY18 Operating budget. Funding impacts for the RFP cannot be determined until after contract award.

ENVIRONMENTAL REVIEW

On June 22, 2016, the SFMTA, under authority delegated by the Planning Department, determined that the contract amendment and the Request for Proposals are not “projects” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15060(c) and 15378(b).

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

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Pursuant to San Francisco Charter Section 9.118, Board of Supervisors approval is required for the contract extension. No other approvals are required to issue the RFP.

The City Attorney’s Office has reviewed this item.

RECOMMENDATION

The SFMTA recommends that the SFMTA Board authorize the Director of Transportation to execute the Fifth Amendment to SFMTA Contract No. 2008/09-061 with PRWT Services, Inc., for Citations Processing and Support Services to extend the agreement for two years, until October 31, 2018, and to increase the contract by \$15,159,658 for a total amount not-to-exceed \$77,885,593; to recommend that the Board of Supervisors approve the Fifth Amendment pursuant to Charter Section 9.118; and, authorize the Director of Transportation to issue a Request for Proposals for SFMTA Contract No. 2016-83 for Citation Processing, Permit Processing and Support Services, and negotiate a contract for these services with the highest-ranked proposer(s) for a term of five years, with the option to extend the contract for up to five additional years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The citation processing agreement with PRWT Services was awarded in November 2008 for a five-year term with the option to extend for up to five additional years; there was only one proposal submitted for the current agreement; and,

WHEREAS, At the time the 4th Amendment was approved, the SFMTA had hired a consulting firm to research current industry practices and draft a scope of work (SOW) for the pending request for proposals; and,

WHEREAS, Although the scope of work was submitted by the consultant in the fall of 2015, stakeholder review determined that it did not meet service needs and had to be re-drafted; and,

WHEREAS, Redrafting was completed in late March 2016, and further RFP development, including evaluation criteria, changes to business model to increase competition, cost proposals and submission requirements took until mid-June, 2016; and

WHEREAS, Further extension of the agreement for the remaining two years available in the agreement would accomplish the following: 1) lock in the 2008 per citation fee of \$2.89 for the duration of any extension period up to new contract award, and 2) allow for software system transition or integration needs should the current contractor not be chosen and/or should multiple vendors be chosen for the new agreement; and,

WHEREAS, The extension will request funds to continue ongoing operations for the agreement; no additional project requests are being made; and,

WHEREAS, Although the current agreement combines citation processing, permit processing and special collections functions and support, the new RFP consists of separate citations and permit processing requirements to allow potential vendors to bid on one or the other, or both services; this allows vendors with more focused services to bid on either service need; and,

WHEREAS, Proposals for the collection services portion of services will be sought under a separate RFP to be issued at a later date; and,

WHEREAS, The vendor chosen for citation processing services will not be eligible for the collection services contract in order to prevent any potential conflict, whereby collection efforts might supersede timely processing in the effort to maximize collections revenue; and,

WHEREAS, The local business enterprise (LBE) goal for the citations portion of the RFP will be 11% and the LBE goals for the permit portion will be 12%; and,

WHEREAS, On June 22, 2016, the SFMTA, under authority delegated by the Planning Department, determined that the contract amendment and the Request for Proposals are not “projects” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15060(c) and 15378(b); now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute the Fifth Amendment to SFMTA Contract No. 2008/09-61 with PRWT Services, Inc. for citation processing and related services to extend the Agreement by two years, until October 31, 2018, and to increase the contract by \$15,159,658 for a contract amount not to exceed \$77,885,593; and, be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors recommends that that Board of Supervisors approve the Fifth Amendment pursuant to San Francisco Charter Section 9.118 ; and, be it further

RESOLVED, the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation or his designee to issue a Request for Proposals for San Francisco Municipal Transportation Agency Contract No. 2016-83 for Citation Processing, Permit Processing and Support Services, and negotiate a contract for these services with the highest-ranked proposer(s) for a term of five years, with the option to extend the contract for up to five additional years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 19, 2016.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

Fifth Amendment to Agreement

Contract No. 2008/9-061

THIS AMENDMENT (this “Amendment”) is made as of November 1, 2016 in San Francisco, California, by and between **PRWT Services, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the option to extend the agreement for up to additional two years until October 31, 2018, and increase the not-to-exceed amount to cover operational expenses for the additional two year term.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated November 1, 2008 between Contractor and City, as amended by the:

First amendment, dated November 1, 2011,

Second amendment, dated February 15, 2013,

Third amendment, dated November 1, 2013,

Fourth amendment, dated November 1, 2015.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement.

2a. Section 2 (Term of the Agreement) is replaced in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from November 1, 2016 until October 1, 2018.

2b. Section 5 (Compensation) is replaced in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the 20th day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director/CEO, in his or her sole discretion, concludes has been performed as provided for in Appendix A – Statement of Work of this Agreement as of the 15th day of the immediately preceding month. In no event shall the amount of this Agreement exceed seventy-seven million, eight hundred eighty-five thousand, five hundred ninety three dollars (\$77,885,593). The breakdown of costs associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the 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.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor’s invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor’s failure to provide HRC Progress Payment Form is not explained to the Controller’s satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

2c. Section 64 is added to the Agreement, as follows.

64. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2d. Section 15 (Insurance) is replaced in its entirety to read as follows:

15. Insurance.

15.1.1 Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(ii) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City’s or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

15.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

15.1.3 All policies shall be endorsed to provide 30 days’ advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled “Notices to the Parties.” All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

15.1.4 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.

15.1.5 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.

15.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

15.1.7 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<p>CITY</p> <p>San Francisco</p> <p>Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:</p> <hr/> <p>John I. Kennedy Deputy City Attorney</p> <p>San Francisco Municipal Transportation Agency Board of Directors</p> <p>Resolution No.: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary, SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>PRWT Services, Inc.</p> <hr/> <p>Malik Majeed President and CEO PRWT Services, Inc. 255 California Street, Suite 550 San Francisco, CA 94111</p> <p>City vendor number: 43701-01</p>
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SFMTA
Municipal
Transportation
Agency

City and County of
San Francisco



**Request for Proposals for
Citation Processing, Permit Processing and Support Services**

RFP No. SFMTA 2016-83

(CCO No. [The Contract Compliance Office (CCO) will assign their unique tracking number for this RFP when they review it.]

Date Issued: **July 20, 2016**

Pre-proposal Conference: **August 9, 2016, 10 a.m. PT**

Proposal Due: **September 23, 2016, 12 Noon PT**

(Attachments are available upon request)

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D.	CMD Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts, for contacts \$50,000 and over (separate document). Proposers must submit the following forms: Form 2A CMD Contract Participation Form Form 2B “Good Faith” Outreach Requirements Form Form 3 CMD Non-discrimination Affidavit Form 5 CMD Employment Form The following form may be required, depending on the circumstances: Form 4 CMD Joint Venture Form
E.	Sample Agreement for Professional Services (Form P-600)
F.	Attestation of Compliance on Communications Prior to Contract Award (ATTACHED TO THIS DOCUMENT)

Appendix	Content
G.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters (ATTACHED TO THIS DOCUMENT)
H.	Certification Regarding Lobbying (ATTACHED TO THIS DOCUMENT)

I. Introduction and Schedule

A. General

The SFMTA is seeking a Citation Processing and Management System (CPMS) and a Permit Management System (PMS) that leverages the most current technology and provides an intuitive and flexible User-interface for Agency staff and customers. SFMTA divisions that will access both systems include Information Technology, Enforcement, Citations, Administrative Review and Adjudication, Accounting and Financial Services and Contracts.

The SFMTA currently processes approximately 1.2 million Citations annually, however the Proposer's system must be capable of processing up to two million Citations annually, including both handwritten and electronically-generated Citations. In addition to providing the CPMS system, the Contractor will be expected to provide a Handheld Citation Issuance System (HCIS), an Enforcement Management System (EMS), and Administrative Review, Hearing and Accounting support.

The SFMTA issues approximately 100,000 parking permits in the preferential Residential Parking Permits (RPP) program. This program includes permits for residents, businesses, visitors, temporary use, one-day, teachers, fire stations, motorcycles, child and medical caregiver, etc. In addition to these permits, approximately 9,000 other types of permits are issued by the SFMTA, including but not limited to farmer's market, vanpool, contractor, press, commuter shuttle, and City employee parking permits.

Proposers may submit Proposals for either CPMS or the PMS, or may elect to submit Proposals for both types of systems. Should a Proposer opt to submit Proposals for both types of systems, the Proposer **MUST** submit a separate Proposal for each system. This will enable the evaluation panel to compare Proposals for each system separately. Any single Proposal submitted that refers to both the CPMS and the PMS in one document will be rejected without review by the SFMTA.

The contract(s) shall have an original term of five years. In addition, the SFMTA shall have the option to extend the contract(s) for up to five additional years, which the SFMTA may exercise in its sole, absolute discretion.

B. Schedule

The anticipated schedule for selecting a consultant is:

Phase	Date
RFP is issued by the City:	July 20, 2016
Pre-proposal conference:	Tuesday, August 9, 2016, 10 a.m. – 12 Noon
Deadline for submission of written questions or requests for clarification:	Friday, August 19, 2016 @ 12 Noon
Proposals due:	Friday, September 23, 2016 @ 12 Noon

San Francisco Municipal Transportation Agency
RFP for Citation Processing, Permit Processing and Support Services

Phase	<i>Tentative Date</i>
Oral interview of short listed firms *:	Tuesday, November 8, 2016
Contract Negotiations:	Monday, January 9, 2017
SFMTA Board meeting approval:	Tuesday, March 7, 2017
Board of Supervisors approval:	Tuesday, April 25, 2017
Contract Starts:	Monday, May 1, 2017

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

II. Scope of Work

Each Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Proposers should study the following appendices to ensure complete understanding of equipment and services required:

- Appendix A1 – CPMS SOW
- Appendix A2 – PMS SOW
- Appendix B1 – Cost Proposal for CPMS
- Appendix B2 – Cost Proposal for PMS
- Appendix E – Sample Contract (P-600)

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 12 Noon PT on September 23, 2016. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left addressed to Geoffrey Diggs or mailed to:

Attn. Geoffrey Diggs
SFMTA Contracts & Procurement
1 S. Van Ness Ave. 3rd Fl.
San Francisco, CA 94103-5417

Proposers shall submit the following to the above location:

- One electronic copy on a CD or flash drive of your entire proposal including completed and signed Appendices F, G, and H.
- One electronic copy of your completed and signed Appendix C forms (see RFP Section VI.O) as a separate file on your electronic media submission.
- One electronic copy of your completed Appendix B1 and/or B2 (cost proposal form) as a separate file on your electronic media submission.
- All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a proposal on behalf of your firm. Your electronic media should be clearly marked that it is for "SFMTA 2016-83."

B. Format

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

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below. Permit system requirements will be bracketed [] and *italicized*.

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

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

2. Project Approach – Proposal Response Sections I-IV

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

a. Proposal Response Section I

- i. **(Up to 30 pages):** Proposer shall describe the CPMS and HCIS [*PMS*] functionality and explain how both the system(s) and the Proposer will support SFMTA's Enforcement, Citation processing, customer service, adjudication and Hearings; and Accounting functions.
 - ii. **(Up to 5 pages):** Proposers shall note any requirements that cannot be met with the CPMS, HCIS [*PMS software*] or other component software recommended, and indicate if the software can be modified to accommodate the requirement and the approximate time and cost of modification. Proposers can also proactively suggest alternative deadlines for completion of a requirement if the deadline given is not sufficient.
- b. **Proposal Response Section II (up to 10 pages): Implementation plan** – Proposer shall submit an implementation plan that includes the following:
 - i. A comprehensive description of the operational and staffing plan for the transfer of the operations from the previous operator.
 - ii. A demonstration of the Proposer's understanding of components to be considered in the transfer process.
 - iii. A demonstration of the Proposer's capability of performing in good faith the transfer from the previous operator.
 - iv. A plan for the disposition of citations [*Permits*] issued by the current vendor.
 - v. A plan for continued use of current handheld devices and printers using the proposed HCIS [*PMS, for Permit validity lookup only*]
 - vi. A comprehensive list of items or support that the Proposer requires from the SFMTA in order to facilitate carrying out the implementation plan.
 - vii. A timetable for assuming operations.
- c. **Proposal Response Section III (up to 5 pages): Data migration plan outline** – Proposer shall submit a data migration plan outline describing the methodology of the migration task. The outline should cover the following areas of concern:
 - i. Extract design: How is the data extracted? What standards will be used to identify the extracted data? What is the format of the extract files?
 - ii. Migration design: Describe how the data will travel from the current system to the proposed CPMS [*PMS*].
 - iii. Mapping rules: What are the details of the migration, e.g. possible ETL (Extract, Transform and Load) solutions? How will the data fields be matched between current system and proposed CPMS [*PMS*]? What are the pre-requisites of the selected mapping approach?

- iv. Migration testing overview: What are the tools to be used? Please describe proposed reporting tool(s) to allow for data verification.
- v. Data recovery plan: Please describe data recovery options for each stage of the migration process.

d. Proposal Response Section IV: (up to 5 pages): Master test plan outline – Proposer shall submit a master test plan outline that includes the following sections:

- i. The main aspects to tests.
- ii. The product risks or potential bugs.
- iii. Main scenarios to validate based on Proposer's understanding of the requirements.
- iv. Assumptions (documented API, stable GUI, etc.).
- v. And any other aspects worth mentioning regarding the specific test areas of the proposed solution.

3. Proposal Response Section V: Firm Qualifications/References (up to 10 pages)

- a. Name, address, and telephone number of a contact person.
- b. A brief description of your firm, as well as how any joint venture or association would be structured.
- c. Proposer shall provide a description of **not more than four** projects similar in size and/or scope prepared by your firm including the following: Client or reference email addresses and telephone numbers (main contact and back up contact); identify staff members who worked on each project; budget; schedule; and project summary. Descriptions should be limited to no more than two page(s) for each project. If joint consultants or subconsultants are proposed, provide the above information for each.

4. Proposal Response Section VI: Project Team Qualifications – Contractor support for SFMTA's Citation processing [Permit processing] program(s) (up to 10 pages)

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

The complete page submission maximum is 77 pages. Please note that work document samples, diagrams or tables submitted in support of the proposal should be included in the page counts. Any section's leftover pages can be applied to another section.

4. Fee or Cost Proposal

The SFMTA intends to award contract(s) to the firm(s) that it considers will provide the

best overall program services. The SFMTA reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request. Please complete and provide a fee or cost proposal for each proposal submitted as a separate electronic file that includes the information in the format requested. For Citation Processing, use Appendix B1; for Permit processing, use Appendix B2. IV.

Evaluation and Selection Criteria

A. Minimum Qualifications

1. Proposers must have

- a. At least three years current experience Citation processing, or at least three years current experience Permit processing if submitting a proposal for Permit services. Three years of experience in each service type are required if submitting proposals for both services.
- b. For Proposers submitting proposals for both processing functions, experience cannot be cumulative (e.g. a vendor that has two years Citation processing and one year Permit processing does NOT qualify.)

2. Proposers must provide verification that

- a. Proposed CPMS has processed at least 1 million total (handheld device generated and handwritten) citations annually. Amounts can be from multiple clients (e.g. Client #1 has 350,000 processed; client #2 has 650,000 processed annually).
and/or
- b. Proposed PMS has processed at least 25,000 permits annually. Amounts can be from multiple clients (e.g. Client #1 has 15,000 processed annually; client #2 has 10,000 processed annually).

3. Proposers must identify and provide verification for at least two current, ongoing clients for each processing function.

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

C. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in Citation and Permit processing, enforcement, contract administration, information technology or related fields. The SFMTA intends to evaluate the proposals generally in accordance with the criteria itemized below. All firms that have a statistical chance of being the successful Proposer will be interviewed by the committee to make the final selection.

1. Project Approach – For Proposal Response Sections I-IV (500 pts), evaluators will consider the following when scoring:

- a. Demonstrated understanding of the system requirements and Contractor support tasks to be performed.

- b. Overall quality of proposed solution.
- c. Any innovative or unique ideas for simplifying system functionality or streamlining SFMTA staff tasks in order to meet customer service needs.
- d. Responses that convey through example the Proposer’s understanding of the need for accountability for contract obligations, responsiveness to SFMTA issues and concerns, and an understanding of the need to constantly improve system functionality as technology evolves.

Points assignment:

- a. Proposal Response Section I. – System functionality (400 pts)
- b. Proposal Response Section II. – Implementation plan (50 pts)
- c. Proposal Response Section III. – Data migration plan (25 pts)
- d. Proposal Response Section IV. – Master test plan outline (25 pts)

2. Firm Qualifications/References: For Proposal Response Sections V, evaluators will consider the following when scoring (90 pts):

- a. Expertise of the firm and subconsultants in the fields necessary to complete the tasks.
- b. Quality of system roll-out and functionality, including adherence to schedules, deadlines and budgets; and responsiveness to client needs and issues.
- c. Experience with similar projects.

3. Project Team Staffing– For Proposal Response Section VI, evaluators will consider the following when scoring (100 pts):

- a. Recent experience of project team assigned and conciseness and clarity of the description of the tasks to be performed by each assigned person.
- b. Professional qualifications and education of project team members, and how they pertain to the tasks assigned.
- c. Distribution of workload; clarity in describing staff availability and accessibility, including percentage of time each team member will be assigned to support contract services.

4. Fee or Cost Proposal (200 pts)

The proposal with the lowest total fee will receive the maximum 200 points. Each of the other Proposer’s fee proposals will be scored by dividing the lowest fee proposal by each Proposer’s respective fee proposal, and then multiplied by 200, then combined the result from each section to arrive at the total number of points assigned to the proposal. See the following illustration as an example for assessing the fees for the professional service component:

Proposer	Proposed Fee	Calculation of Points	Points Assigned
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Proposer A	\$100,000	Full 200 pts	200
Proposer B	\$120,000	\$100,000 divided by \$120,000 multiplied by 200 pts	167
Proposer C	\$150,000	\$100,000 divided by \$150,000 multiplied by 200 pts	133

5. Reference Verification (10 pts.)

The SFMTA will check references for those firms that are short-listed for an Oral Interview (see below).

6. Oral Interview (100 pts)

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

A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on Tuesday, August 9, 2016, at 10 a.m. PT to be held at SFMTA Headquarters, One South Van Ness Avenue in the Civic Center Conference Room, 3rd Floor. Proposers may submit written questions by email after the pre-proposal conference until Tuesday, August 16, 2016 at 12 Noon PT. The SFMTA will post answers to email-submitted questions only by 5 p.m. Friday, August 26, 2016. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

B. Contract Award

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

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

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

Geoffrey Diggs, Principal Administrative Analyst
geoffrey.diggs@sfmta.com

Please include "SFMTA 2016-83" in the subject line of your email.

C. Objections to RFP Terms

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

D. Change Notices

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

E. Term of Proposal

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

F. Revision of Proposal

A Proposer may revise a proposal on the Proposer's own initiative at any time before

the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the

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contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

J. *Communications Prior to Contract Award*

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

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

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

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the Director of Transportation of the SFMTA if s/he is

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unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

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

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

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

K. Sunshine Ordinance

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

L. Public Access to Meetings and Records

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

M. Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract

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will actually be entered into by the City. The City expressly reserves the right at any time to:

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

N. No Waiver

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

O. Local Business Enterprise Goals and Outreach

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

1. LBE Subconsultant Participation Goals

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

Each firm responding to this solicitation shall demonstrate, in its response, that it either: 1) qualifies for the good faith efforts exception set forth in Section 14B.8(B) by demonstrating that it exceeds the established LBE subconsulting participation goal by 35% or more, or 2) meets the established LBE subconsulting participation goal AND used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code Chapter 14B Section 14B.8 and 14B.9. For each LBE identified as a subconsultant, the Proposal must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and

such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subconsultants must be certified with the San Francisco Human Rights Commission as Small or Micro-LBEs at the time the proposal is submitted, and must be contacted by the Proposer (prime contractor) prior to listing them as subcontractors in the proposal. If a Proposer does not demonstrate in its proposal that it exceeds the established LBE subconsulting participation goal by at least 35%, such Proposer must meet the established LBE subconsulting participation goal AND demonstrate adequate good faith efforts to meet the LBE subconsulting participation goal. **Any proposal that does not meet the requirements of this paragraph will be deemed non-responsive.**

Proposals which fail to comply with the material requirements of S.F.

Administrative Code Section 14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with CMD-certified Small and/or Micro-LBEs located in San Francisco.

2. LBE Participation

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating discount will be in effect for the award of this project for any Proposers who are certified by CMD as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling CMD at (415) 581-2319. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

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

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

3. CMD Forms to be submitted with Proposal

- a. All proposals submitted must include the following SFGSA's Contract Monitoring

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

b. Please submit one electronic copy of the above forms with your proposal. The forms should be a separate electronic file on the media that you submit (see III.A). If you have any questions concerning the CMD Forms, you may call [Insert the assigned CCO staff member's name.], SFMTA Contract Compliance Office at [Insert the assigned CCO staff member's telephone #.].

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

1. General

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

2. Nondiscrimination Provisions

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

b. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of the Code. The consultant, contractor or subconsultant/subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

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

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award

of this contract. Prior to the award of this contract, the SFMTA has the authority to review the consultant’s and subconsultant’s prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

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

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

4. Complaints of Discrimination after Contract Award

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

5. Trainees – First Source Hiring Program

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

Number of Trainees	
Project Fees	To Be Hired
\$0 – \$499,999	0

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\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in consultant fees, add one additional trainee)	

- b. The trainee must be hired by the prime consultant or by any subconsultant on the project team.
- c. No trainee may be counted towards meeting more than one contract goal.
- d. A trainee must meet qualifications for enrollment established under the City’s First Source Hiring Program as follows:
 - (i) “Qualified” with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and
 - (ii) “Economically disadvantaged individual” shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated “economically disadvantaged” for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.
- e. On-the-job Training (to be provided by the consultant): The consultant shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.
- f. A summary of a job description and training for the trainee with the rate of pay should be submitted for approval.
- g. The trainee’s commitment does not require that he/she is used only on this project, but also on other projects under contract to the Architect, Engineering, or Professional firm, which is appropriate for the trainee’s skill development.

VII. Contract Requirements

A. Standard Contract Provisions

The successful Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The SFMTA, in its sole discretion, may select another firm and may proceed against the original selectee for damages. Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§ 34 in the Agreement); the Minimum Compensation Ordinance (§ 43 in the Agreement); the Health Care Accountability Ordinance (§ 44 in the Agreement); the First Source Hiring Program (§ 45 in the Agreement); and applicable conflict of interest laws (§ 23 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

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

C. Minimum Compensation Ordinance (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see § 43. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at <http://sfgsa.org/index.aspx?page=403>.

D. Health Care Accountability Ordinance (HCAO)

The successful Proposer will be required to agree to comply fully with and be bound by

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

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/businessservices/> and from the First Source Hiring Administrator, Lillie.Ellison@sfgov.org or call (415) 701-4883.

F. Conflicts of Interest

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement. Individuals who will perform work for the SFMTA on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

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

B. Protest of Contract Award

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

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

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

C. Delivery of Protests

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

Geoffrey Diggs, Principal Administrative Analyst (geoffrey.diggs@sfmta.com)

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