

THIS PRINT COVERS CALENDAR ITEM NO.: 10.10

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transit

BRIEF DESCRIPTION:

Requesting authorization for the Director of Transportation to issue a Request for Proposals (RFP) for Contract No. SFMTA-2019-50: Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches and 60' Electric Trolley Coaches.

SUMMARY:


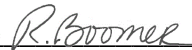
- The current fleet of New Flyer coaches has exceeded the SFMTA's Mean Distance Between Failures (MDBF) goals—6,000 miles for trolleys and 10,000 miles for hybrids—but a midlife overhaul is necessary to maintain the current MDBF until the end of the useful life of the coaches.
- Maintenance data from the Neoplan fleet shows that rehabilitation of the fleet significantly improves vehicle reliability, helps reduce incidents of breakdowns, and prevents service interruptions and additional and costly repairs.
- The work will be performed in three phases. This RFP is for Phase I of the overhaul program, which will address the oldest vehicles of this fleet: 160 40' motor coaches, 111 60' motor coaches, and 60 60' trolley coaches.

ENCLOSURES:

1. SFMTAB Resolution
2. Request for Proposals (RFP) Volumes 1 & 2
3. Sample Agreement

APPROVALS:

DATE

DIRECTOR	 _____	July 9, 2019 _____
SECRETARY	 _____	July 9, 2019 _____

ASSIGNED SFMTAB CALENDAR DATE: July 16, 2019

PURPOSE

Requesting authorization for the Director of Transportation to issue an RFP for Contract No. SFMTA-2019-50: Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches and 60' Electric Trolley Coaches.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The item will support the following goals and objectives of the SFMTA Strategic Plan:

Goal 1: Create a safer transportation experience for everyone.

Objective 1.2: Improve the safety of the transit system.

Objective 1.3: Improve security for transportation system users.

Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.

Objective 2.1: Improve transit service.

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

Objective 3.4: Provide environmental stewardship to improve air quality, enhance resource efficiency, and address climate change.

This item will support the following Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.

9. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.

DESCRIPTION

The SFMTA began its fleet replacement program in 2013, and these New Flyer Coaches, are approaching their midlife point. In order to maintain reliability and service availability, the SFMTA will conduct the midlife overhaul program on these coaches.

This project is Phase I of the overhaul program. It will address the oldest vehicles of this New Flyer fleet of hybrid coaches and will include substantial work to 160 40' motor coaches, 111 60' motor coaches, and 60 60' trolley coaches.

Normally Request For Proposals are not presented to the SFMTA Board for approval. However, according to SFMTA Board Resolution #09-191, the Director of Transportation 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.

This RFP requires the proposer to submit a detailed description of the work and technical requirements for a complete overhaul of these coaches, as described in Volume 2 of the RFP. Volume 2 provides the details of which components can be rebuilt, which components must be added, which components must be removed and replaced, as well as the submittals that will be required by the SFMTA.

The coaches will be overhauled off-site, at a location designated by the successful bidder and approved by the SFMTA. Coaches that are not driveable must be transported using a trailer in order to avoid any potential towing damage. The Contractor shall be responsible for the vehicle transportation costs and logistics.

The selected contractor shall supply all labor, inspections, engineering, tools, materials, parts, facilities, and equipment required to restore these coaches to the configuration of the rest of the fleet, to provide a level of performance, safety, quality of materials, workmanship, and reliability equal to the original coach, and shall prepare all required detailed drawings, schematics, design calculations, stress analysis, and other specified technical documentation. The term of the contract is five years. The scope of work includes, but is not limited to:

- Engineering analysis of the structural damage, designing repair solution(s) and performing structural repairs as required.
- Restoring interior and exterior finish to match the SFMTA livery.
- Identifying, repairing, replacing, reassembling and re-installing all missing and damaged components as needed. The SFMTA will provide all available, repair-related documentation (e.g., maintenance manuals with overhaul instructions and parts lists) to the successful proposer.
- Rebuilding each vehicle to the specified design configuration even if that vehicle is not yet equipped with the most recent modifications, such as installation of the Lift-U ramp.
- Performing acceptance testing in accordance with original equipment manufacturer (OEM) procedures; dimensional verification; and quality assurance verification at the selected proposer's facility, and during acceptance testing and commissioning after delivery of the coaches.
- Providing warranty support and support service for up to one year after acceptance of each vehicle.
- Body Work: The SFMTA has elected to have the body work performed on a negotiated or time-and-materials basis, as this work varies significantly from coach to coach.
- Unforeseeable Work: The SFMTA has included an allowance for conditions that are latent in the coaches and arise in the course of other work. Unforeseeable work will be performed on a negotiated or time-and-materials basis.

The selected contractor shall be responsible for and repair any damage to the coaches or their components while the coaches are in the Contractor's possession, including during shipment of the vehicles.

STAKEHOLDER ENGAGEMENT

Since this is an overhaul project that affects only the removal, replacement or rehabilitation of the vehicle systems, the SFMTA did not conduct public outreach. Within the SFMTA, Fleet Engineering staff worked with vehicle maintenance personnel, Accessible Services, and Transit Planning.

ALTERNATIVES CONSIDERED

The mid-life overhaul program ensures that the transit fleet continues to operate reliably for its full useful life. Planning for Mid-Life overhauls also reduces the impact to the riding public, as work is performed on a predictable basis. In lieu of a Mid-Life program, the SFMTA would need to address component failures on a case-by-case, reactive basis, which would diminish the overall availability and reliability of this critical fleet. This is costly and disruptive to customers and would result in higher rates of fleet failures while in service.

FUNDING IMPACT

The estimated cost of this Phase I of the Mid-Life Overhaul project is \$181,520,000. Funding for this project is projected to be through the Federal Transit Administration (FTA), Metropolitan Transportation Commission-Bay Area Toll Authority (MTC-BATA) funds, Prop K, and the City's General Fund. The FTA, MTC-BATA, and Prop K funds are specifically allocated to support the state of good repair of the SFMTA's transit fleet.

ENVIRONMENTAL REVIEW

On May 23, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the RFP for Contract No. SFMTA-2019-50 is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b) because the actions would not result in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

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

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

The SFMTA will also seek approval of contracting out for this work from the Civil Service Commission.

The Contract Compliance Office has set a 10% SBE participation goal for this contract.

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

RECOMMENDATION

Staff recommends that the SFMTA Board approve the request to authorize the Director of Transportation to issue an RFP for Contract No. SFMTA-2019-50: Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches and 60' Electric Trolley Coaches.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA began its bus fleet replacement program in 2013, and these Coaches are approaching their midlife point; in order to maintain reliability and service availability and bring the buses into a state of good repair, the SFMTA will conduct a midlife overhaul program on these Coaches; and,

WHEREAS, The SFMTA wishes to repair or replace these systems in order to bring the coaches into a state of good repair, therefore increasing vehicle reliability and availability; and,

WHEREAS, The scope of this project is to replace or rehabilitate various systems on approximately 160 40' motor coaches, 111 60' motor coaches, and 60 60' trolley coaches, including engines, traction motor, drive unit, Energy Storage System, ADA equipment, doors, suspension system, interior and exterior body work, destination signs, air supply systems, camera system, seating configuration, bike racks, and other miscellaneous items; and,

WHEREAS, Replacing or rehabilitating these systems will minimize unforeseen expenditures related to unscheduled repairs due to failure of these systems during service, which will impact Muni's operating budget; and,

WHEREAS, The funding source for this project will be provided through the Federal Transit Administration, Metropolitan Transportation Commission-Bay Area Toll Authority funds, Proposition K sales tax revenues, and the City's General Fund; and,

WHEREAS, On May 23, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the RFP for Contract No. SFMTA-2019-50 is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b) because the actions would not result in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; now, 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 for Contract No. SFMTA-2019-50: Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches and 60' Electric Trolley Coaches.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 16, 2019.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

CITY AND COUNTY OF SAN FRANCISCO
San Francisco Municipal Transportation- Agency

Request for Proposals

Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches
and 60' Electric Trolley Coaches

CONTRACT No. SFMTA-2019-50
(CCO No. 19-1505)

VOLUME 1

_____, 2019

PRE-PROPOSAL CONFERENCE

DATE: _____ 2019 at 10 a.m. PDT

SUBMISSION DEADLINE

DATE: _____, 2019 at 2 p.m. PDT

TABLE OF CONTENTS

I. OFFICIAL ADVERTISEMENT	1
II. REQUEST FOR PROPOSALS	1
II.1. BACKGROUND INFORMATION	1
II.2. SCOPE	1
II.3. DEFINITIONS	3
II.4. RFP DOCUMENTS	3
II.5. PRE-PROPOSAL CONFERENCE	4
II.6. TIME AND PLACE FOR SUBMISSION OF PROPOSALS	4
III. TECHNICAL PROPOSAL.....	1
III.1. GENERAL REQUIREMENTS	1
III.2. FORMAT AND CONTENT	1
III.3. TECHNICAL CHARACTERISTICS	2
III.4. REPAIR, SUPPORT AND WARRANTY INFORMATION	3
III.5. MANAGEMENT APPROACH	3
III.6. FOLLOW-UP SERVICE WORKSHEET AND DELIVERY SCHEDULE WORKSHEET	4
III.7. RESPONSIBILITY OF PROPOSER (MINIMUM QUALIFICATIONS)	4
III.8. FIRM QUALIFICATIONS AND EXPERIENCES	4
III.9. JOINT VENTURE	5
III.10. REFERENCES	5
III.11. QUALITY ASSURANCE	5
III.12. FINAL INSPECTION AND TESTING	5
III.13. PARTS LIST AND SCHEMATICS	6
IV. PRICE PROPOSAL.....	1
IV.1. GENERAL REQUIREMENTS	1
IV.2. FORMAT AND CONTENT	1

IV.3.	NOT IN USE	2
IV.4.	NOT IN USE	2
IV.5.	SOLE BID EVALUATION / PRICE PROPOSAL EXTENSION	2
V.	EVALUATION AND SELECTION CRITERIA	1
V.1.	EVALUATION CRITERIA	1
V.2.	CONTRACT AWARD	1
V.3.	SINGLE PROPOSER	2
VI.	TERMS AND CONDITIONS FOR PROPOSALS	1
VI.1.	ERRORS AND OMISSIONS IN RFP	1
VI.2.	OBJECTIONS TO RFP TERMS	1
VI.3.	ADDENDA TO RFP	1
VI.4.	TERM OF PROPOSAL	2
VI.5.	REVISION OF PROPOSAL	2
VI.6.	ERRORS, OMISSIONS AND DEVIATIONS IN PROPOSAL	2
VI.7.	FINANCIAL RESPONSIBILITY	2
VI.8.	PROPOSER’S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE	2
VI.9.	SUNSHINE ORDINANCE	3
VI.10.	PUBLIC ACCESS TO MEETINGS AND RECORDS	3
VI.11.	RESERVATIONS OF RIGHTS BY THE CITY	3
VI.12.	NO WAIVER	4
VI.13.	COMMUNICATIONS PRIOR TO CONTRACT AWARD	4
VI.14.	RESOURCE CONSERVATION	4
VI.15.	TROPICAL HARDWOOD BAN	5
VI.16.	The City will deem non-responsive any Proposal, bid or other response to a solicitation that calls for the use of any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product (see Part X, Sample Agreement, Section 10.18).SMALL BUSINESS ENTERPRISE (SBE) NON-DISCRIMINATION REQUIREMENTS	5
VII.	CONTRACT REQUIREMENTS	1

VII.1.	STANDARD CONTRACT PROVISIONS	1
VII.2.	NONDISCRIMINATION IN CONTRACTS AND BENEFITS	1
VII.3.	MINIMUM COMPENSATION ORDINANCE (MCO)	1
VII.4.	HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)	1
VII.5.	FIRST SOURCE HIRING PROGRAM (FSHP)	1
VII.6.	CONFLICTS OF INTEREST	1
VIII.	CERTIFICATIONS.....	1
VIII.1.	DEBARMENT CERTIFICATION	1
VIII.2.	BUY AMERICA REQUIREMENTS (APPENDIX B-1)	1
VIII.3.	ATTESTATION OF COMPLIANCE (APPENDIX B-2)	1
VIII.4.	CERTIFICATION REGARDING LOBBYING (APPENDIX B-3)	1
VIII.5.	SAN FRANCISCO BUSINESS TAX CERTIFICATE	1
IX.	OTHER INFORMATION.....	1
IX.1.	APPEALS AND PROTEST PROCEDURES	1
IX.2.	FURTHER INFORMATION, CLARIFICATIONS, QUESTIONS OR CONCERNS	1
X.	SAMPLE AGREEMENT.....	1
XI.	APPENDICES	2
XI.1.	APPENDIX A: WORKSHEETS	2
XI.2.	APPENDIX B: CERTIFICATIONS; CITY’S STANDARD FORMS	6
XI.3.	APPENDIX C: BONDS	56
XI.4.	APPENDIX D: NONDISCRIMINATION COMPLIANCE	60
XI.5.	APPENDIX E: ATTACHMENT	67

I. OFFICIAL ADVERTISEMENT

Proposal No. SFMTA-2019-50– Mid-Life Overhaul of the 40’ & 60’ Hybrid Electric Coaches and 60’ Electric Trolley Coaches.

The San Francisco Municipal Transportation Agency (SFMTA) desires to solicit formal proposals from interested and qualified proposers for contract No. **SFMTA-2019-50** to perform system replacement and rehabilitation for up to 160 standard (40’) Hybrid Electric New Flyer Coaches, 111 articulated (60’) Hybrid Electric New Flyer Coaches and 60 articulated (60’) Electric Trolley Coaches, as described in the Request for Proposals (RFP), Volume 1, and in the Technical Specifications, Volume 2. 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. The SFMTA expects all Proposals to be fully compliant and meet all requirements and conditions as set forth in this RFP. 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, 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 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 in English. 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 SFMTA and the San Francisco Board of Supervisors, as well as 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 20% 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 Proposals, and all completed forms must be submitted and received by SFMTA by 2:00 p.m. PST, _____, 2019, at the following address:

San Francisco Municipal Transportation Agency

Fleet Engineering,

700 Pennsylvania Avenue,

Building B, 2nd Floor,

San Francisco CA 94107

Attention: Mr. Gary Chang

RFP for Contract No. SFMTA-2019-50

CCO NO. 19-1505

**MidLife Overhaul of 40' & 60' Hybrid Electric Coaches
and 60' Electric Trolley 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 San Francisco City Partner website:

<https://sfcitypartner.sfgov.org/pages/index.aspx>_or by calling Mr. Gary Chang at (415) 646-2636.

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

II. REQUEST FOR PROPOSALS

The San Francisco Municipal Transportation Agency (SFMTA) desires to retain a qualified contractor to perform system replacement and midlife overhaul on up to 160 standard (40’) Hybrid Electric New Flyer Coaches, 111 articulated (60’) Hybrid Electric New Flyer Coaches and 60 articulated (60’) Electric Trolley Coaches.

II.1. BACKGROUND INFORMATION

The SFMTA began its fleet replacement program in 2013, and these Buses are approaching their midlife point. In order to maintain reliability and service availability, the SFMTA will conduct the midlife overhaul program on these Vehicles. The following table shows when the Buses arrived at the SFMTA, the Bus length, Bus numbers, SR Number, and propulsion systems.

Bus #	Sales Release Number #	Type	QTY	Propulsion	Arrival Date
8601 -8623	SR-1707	40-ft	23	Allison	Mar-13
8624 -8662	SR-1709	40-ft	39	BAE	Mar-13
8701 - 8750	SR-1794	40-ft	50	BAE	Oct-13
7201 - 7260	SR-1849	60-ft	60	Trolley	Mar-15
6500 - 6554	SR-1907	60-ft	55	Allison	Apr-15
6700 - 6705	SR-1955	60-ft	6	BAE	Dec-15
6560 - 6584	SR-1961	60-ft	25	Allison	Jan-16
6706 - 6730	SR-1962	60-ft	25	BAE	Apr-16
8824 - 8847	SR-1963	40-ft	24	Allison	May-16
8800 - 8823	SR-1964	40-ft	24	BAE	May-16
Total			331		

II.2. SCOPE

This RFP requires the proposer to submit a detailed description of the work and technical requirements for a complete overhaul of these Vehicles, as described in Volume 2 of this RFP. Volume 2 provides the details of which components can be rebuilt, which components must be added, which components must be removed and replaced, as well as the submittals required by the SFMTA.

The Vehicles must be removed from SFMTA property, and the restoration work must be performed off-site, at a location designated by the successful bidder and approved by the SFMTA.

The SFMTA prefers that the selected Contractor's work site be located within a radius of 100 miles from San Francisco in order to allow SFMTA staff the ability to inspect the work on a regular basis. In the event that the facility is located more than 100 miles from San Francisco, the proposer shall include in its bid price the cost for providing transportation costs, including airfare, rental car and hotel accommodations for five SFMTA representatives to take ten trips to the selected contractor's facility for three days each to inspect the work. The selected Contractor may drive all vehicles in driveable condition to its facility and back to the SFMTA facility. Vehicles that are not driveable must be transported using a trailer in order to avoid any potential towing damage. The Contractor shall be responsible for the vehicle transportation costs and logistics.

The selected Contractor will be required to repair, refit, test and commission each Vehicle completely into revenue service condition in the same configuration as the rest of the overhauled Vehicles. The anticipated work includes, but is not limited to:

- Engineering analysis of the structural damage, designing repair solution(s) and performing structural repairs as required.
- Restoring interior and exterior finish to match SFMTA livery.
- Identifying, repairing, replacing, reassembling and re-installing all missing and damaged components as needed. Proposers shall assume that the SFMTA will not be able to provide components or parts. The SFMTA will provide all available, repair-related documentation (e.g., maintenance manuals with overhaul instructions and parts lists) to the successful proposer.
- Rebuilding each vehicle to the specified design configuration even if that vehicle is not yet equipped with the most recent modifications such as installation of the Lift-U ramp.
- Performing acceptance testing in accordance with OEM procedures, dimensional verification, and quality assurance verification at the selected Contractor's facility, and during acceptance testing and commissioning after delivery of the Coaches.
- Providing warranty support and support service for up to one year after acceptance of each vehicle.
- Body Work: The SFMTA has elected to have the body work performed on a negotiated or time-and-materials (force account) basis, as this work varies significantly from Coach to Coach.
- Unforeseeable Work: The SFMTA has included an allowance for conditions that are latent in the Coaches and arise in the course of other work. Unforeseeable work will

be performed on a negotiated or time-and-materials (force account) basis.

The selected Contractor shall be responsible for any damage to these Coaches or their components while the Coaches are in the Contractor's possession, including during shipment of the vehicles. The Contractor shall repair or replace any such damaged item at no cost to the SFMTA.

The selected Contractor shall supply all labor, inspections, engineering, tools, materials, parts, facilities, and equipment required to restore these Coaches to the configuration of the rest of the fleet, to provide a level of performance, safety, quality of materials, workmanship, and reliability equal to the original OEM Vehicle, and shall prepare all required detailed drawings, schematics, design calculations, stress analysis, and other specified technical documentation.

While the Technical Specifications in Volume 2 of this RFP are intended to be comprehensive, they provide the functional requirements of the Vehicle and do not show the exact details of the work to be performed. The selected Contractor shall not be relieved of the overall responsibility of providing an adequate design of these Coaches for SFMTA service conditions. These Vehicles will be in regular daily SFMTA revenue service; therefore, the Contractor must supplement the Technical Specifications with its own experience and know-how in overhauling and reconfiguring these Coaches.

II.3. DEFINITIONS

Definitions pertaining to this RFP shall be those set forth in the Sample Agreement (Section X) and the Technical Specifications (Vol. 2).

II.4. RFP DOCUMENTS

The Request for Proposals consists of the following:

- Volume 1** **Contract Documents:**
- I OFFICIAL ADVERTISEMENT
- II REQUEST FOR PROPOSALS
- III TECHNICAL PROPOSAL
- IV PRICE PROPOSAL
- V EVALUATION AND SELECTION CRITERIA

- VI TERMS AND CONDITIONS FOR PROPOSALS
- VII CONTRACT REQUIREMENTS
- VIII CERTIFICATIONS
- IX OTHER INFORMATION
- X SAMPLE AGREEMENT
- XI APPENDICES

Volume 2 Technical Specifications

II.5. PRE-PROPOSAL CONFERENCE

The SFMTA will hold a Pre-Proposal Conference for interested parties on _____ at 10 AM PDT at:

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

The 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 Gary Chang, Project Manager, at gary.chang@sfmta.com. All questions submitted in advance will be addressed at this conference, and any available new information will be provided at that time. During the Pre-Proposal Conference, the SFMTA will provide representative Coaches for the attendees to preview and inspect. Questions raised at the Pre-Proposal Conference and any substantive new information provided in response to questions raised at the Pre-Proposal Conference will be memorialized in a written Questions & Answers document to this RFP and will be posted on the San Francisco City Partner website:

<https://sfcitypartner.sfgov.org/pages/index.aspx>.

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

Gary Chang, Project Manager
gary.chang@sfmta.com

It is the responsibility of the Proposer to check for any RFP Addenda, Q&A postings, or other updates, which will be posted on the San Francisco City Partner website:

<https://sfcitypartner.sfgov.org/pages/index.aspx>.

II.6. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

Proposals must be received _____. Proposers must submit their Proposals to:

San Francisco Municipal Transportation Agency
Fleet Engineering
700 Pennsylvania Avenue
Building B, 2nd Floor
San Francisco CA 94107

Attention: Mr. Gary Chang

Proposals submitted after this date and time will not be accepted. Proposals will not be opened in public. See Sections III and IV for submission requirements for the Technical and Price Proposals, respectively.

III. TECHNICAL PROPOSAL

III.1. GENERAL REQUIREMENTS

Technical Proposals shall clearly and concisely and explain how the proposer will meet the requirements of this midlife overhaul project. Statements merely indicating that the proposer will meet specific requirements are not acceptable.

III.1.A. Number of Copies

Proposers shall provide seven bound copies of the Technical Proposal and 10 USB drives, each containing electronic copies of the Technical Proposal.

III.1.B. Language and Units of Measure

The Technical Proposal shall be in English. Measurements may be in U.S. units or metric units. If metric units are used, the City requires that U.S. unit equivalents also be provided (e.g., inches, pounds).

III.1.C. Clarity and Completeness.

The SFMTA desires brevity and clarity in Technical Proposals. The SFMTA will not be obligated to expend extraordinary effort if the Proposal is unclear, difficult to assess, and/or incomplete. Such Proposals may be classified as non-responsive.

III.2. FORMAT AND CONTENT

Each Technical Proposal shall be organized and numbered as indicated below. The proposer shall include dividers in each copy to separate each section of the Proposal. The proposer shall number the pages of each section of the Proposal consecutively beginning with Page 01.

Cover Letter

Table of Contents

- A. Technical Proposal Signature Page
- B. Technical Characteristics - Items III.3.A through III.3.G (see below in Section III.3)
- C. Repair, Support and Warranty Information - Items III.4.A through III.4.C (see below in Section III.4.C)
- D. Management Approach - Items III.5.A through III.5.C (see below in Section III.5)
- E. Completed Follow-Up Service Worksheets and Delivery Schedule Worksheets (see below in Section III.6).
- F. Responsibility of Proposer (see below in Section III.7)
- G. Firm Qualifications and Experiences - Items 8A through 8D (see below in Section III.8)
- H. References - Items 10A and 10B (see below in Section III.10)
- I. Quality Assurance - Items 11A through 11J (see below in Section III.11)
- J. Final Inspection and Testing (see below in Section III.12)

- K. Joint Venture (see below in Section III.9)
- L. Parts List and Schematics (see below in Section III.13)

III.3. TECHNICAL CHARACTERISTICS

Provide a technical description of the system replacement and rehabilitation process to be performed on these Coaches. The Technical Proposal shall demonstrate that all the equipment integrates and satisfies the functional requirements in the Technical Specifications, and that all remanufacture and repair work performed will be in compliance with the Technical Specifications. The Technical Proposal shall present a concise, detailed technical description of the work to be performed, including dismantling, inspection, remanufacture work, modification work, addition of new subsystems, assembly and testing of the Coach. Each Technical Proposal shall provide, but not be limited to, the information requested below. All drawings and layouts shall be provided on 11" x 17" size paper and labeled with dimensions as appropriate. Where appropriate, supply detail and installation drawings.

In order to facilitate the SFMTA's review, each proposer must also include a summary section in the front of the binder with the technical information requested in subsections III.3.A through III.3.F below. The proposer shall include tabs in the summary section, corresponding to each subsection number. The response to each paragraph shall be contained within its respective tab. Each response should include all information requested, be fully self-contained, and not reference attachments that may be in other sections of the Technical Proposal. These responses should be clear and concise, and completely explain how the proposer will meet the stated objectives without additional explanation or information. Brevity is desired; however, statements merely indicating that the proposer will meet specific requirements are not acceptable.

III.3.A. Coach Body and Frames:

Describe how the body and frames will be restored to their original structural integrity and dimensional accuracy. Describe the proposer's process to measure and locate the position of the repaired or replaced portions of the frame in relation to the undamaged portion of the frame.

III.3.B. Coach Repairs and Painting

Describe the repair procedures to return the Coaches to the OEM's specifications for structural integrity and the exterior/interior general fit and finish. Describe the proposer's painting facility and painting capability. Describe the proposer's familiarity with lead-free low VOC paints and application procedures.

III.3.C. Wiring and Electrical Devices

There is a substantial amount of electrical wiring and electrical component installation and testing required in the repair of the Vehicles. Describe the proposer's electrical wiring and component installation expertise and capability. Describe the proposer's electrical troubleshooting capability. Describe how the OEM's connector and wiring scheme will be matched with enough detail to demonstrate the proposer's understanding of the Vehicle's wiring makeup.

III.3.D. Propulsion System Replacement

Describe the proposer's process and procedures for replacing the OEM's hybrid and trolley propulsion systems, engines, current collection systems, traction motors, battery storage systems, and cooling systems, and the qualifications and certifications possessed by the technicians expected to do this work.

III.3.E. Major Subsystem Replacement

Describe the proposer's process and procedures for replacing the OEM's differential, axle, wheelchair

ramp, Instrument Panel cluster, door, seating, mirrors, flooring systems, and for interior body work. List the qualifications and certifications possessed by the technicians expected to do this work. For subsystems that are to be rebuilt, the selected Contractor shall provide the SFMTA with the OEM rebuilding procedures during the design review process. Please note that the OEM approaches to repairs are intended to represent a general understanding of the requirements of the Technical Specifications and are not intended to represent the precise processes to be used in the repairs.

III.3.F. Software and Firmware Upgrades

Describe the proposer's approach and methodology for working with OEMs to implement software modifications required by the Technical Specifications. The proposer may need to integrate with various systems, including, but not limited to, the Parker Sevcon system, the BAE HybriDrive, the Allison hybrid system, the Kiepe propulsion system, the VoltaBox energy storage system, the Vansco Multiplexing system, the Vapor door control systems, and the New Flyer Instrument Panel Cluster systems.

III.3.G. Noise Mitigation

Describe the proposer's approach and methodology for reducing exterior and interior noise and rattling.

III.4. REPAIR, SUPPORT AND WARRANTY INFORMATION

III.4.A. Field Service Support

Supply a detailed description of the Proposer's field service and support for the vehicles under this Contract. Include names, phone numbers, locations and size of territory. Describe how many service representative supports will be required to maintain a steady flow of Vehicles dispatching to the vendor site for overhaul, and returning to the SFMTA for Acceptance.

III.4.B. Parts Supply System

Describe the parts supply system for all components added or modified during the Vehicle overhaul, including locations of parts warehouses, percentage of parts routinely stocked in the U.S., and the average time between receipt of a parts order and shipment of the order. Describe your parts ordering procedure, including any "Coach down" or emergency procedures and the availability of parts storage locally during the warranty period.

III.4.C. Warranty Processing System

Describe the proposer's warranty processing system, including a sample claim form acceptable to the proposer.

III.5. MANAGEMENT APPROACH

This section of the Technical Proposal shall include, at a minimum, the information indicated below.

III.5.A. Organization

A proposed organizational chart showing key individuals, including the Project Manager, Quality Control Manger, and their authority and responsibility for this project.

III.5.B. Schedules

The baseline CPM (Critical Path Method) schedule, which shall provide design, lead Coach (for each SR), and production Coach schedules showing the key milestones listed in the following sections:

Section 3.3 (Compensation) of Sample Agreement

Section 12 (Deliveries and Acceptance) of Sample Agreement

Section 12 (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, lead Coach testing, and Acceptance testing. The sheet shall be no larger than 11 inches × 17 inches.

III.5.C. Approach to Work

Provide a description of where and how the overhaul work will be carried out. Provide a description that will describe the manner in which the Coaches will be coordinated from design review through final Coach delivery.

III.6. FOLLOW-UP SERVICE WORKSHEET AND DELIVERY SCHEDULE WORKSHEET

The Follow-up Service Worksheet and Delivery Schedule Worksheet included in Appendix A-Volume 1 shall be completed in their entirety.

The proposer shall provide suggested spare parts and special tools lists with pricing for each SR. The SFMTA will use the specified allowances to purchase listed parts or tools, but may also use the specified allowance to purchase other parts or tools that are needed but not listed on these schedules. Refer to SAMPLE AGREEMENT, Section 4.9, Spare Parts and Special Tools.

III.7. RESPONSIBILITY OF PROPOSER (MINIMUM QUALIFICATIONS)

The SFMTA will only award a Contract to a firm that it has determined to be responsible. The proposer shall furnish adequate documentation with its proposal to permit SFMTA to determine the responsibility of the proposer. A responsible contractor is one that meets the following minimum qualifications:

- Has a minimum of seven years of previous experience performing as a prime contractor in the manufacture or rehabilitation of transit Buses.
- Submit documentation to demonstrate that Contractor will only use subcontractors/suppliers for subsystems, elements, and components that have supplied such equipment for use on public transit vehicles.
- Has sufficient financial resources to satisfactorily perform all work required under the contract. The proposer should provide three years of audited financial statements, including profit and loss statements, for years 2016 through 2018, so that the SFMTA can make that determination.
- Submit a commitment from a surety to provide the proposer with a payment bond, valued at 25 % of the total Contract amount.

III.8. FIRM QUALIFICATIONS AND EXPERIENCES

This section of the Technical Proposal shall describe the relevant experience of the proposer and its team in the overhaul work of hybrid electric Coaches and trolley Coaches. Proposers shall provide the following information:

- A. Provide the full name, address, and phone number of the contact person at the prime firm, and any subcontractors, of the proposer's team. For all identified firms, provide the type of ownership, number of years each firm has been in business under the present business name (and any other prior names), and the number of years of experience in rehabilitating transit Buses, or the work for which the firm is listed in the Proposal.
- B. Include a description of the proposer's and its team's qualifications and experience, especially as they relate to the services sought in this RFP. The description of the proposer's and team qualifications

and experience should include, but not be limited to: 1) electrical wiring, component installation and troubleshooting expertise and capability, 2) propulsion and other major subsystem replacement capability, and 3) Coach repair and painting expertise and capability.

- C. List all Coach overhaul contracts performed by the proposer during the past three years, including customer, type of vehicle and scope of work, quantity, major vendors, brief description of the vehicle (e.g., dimensions, capacities, features), contractual delivery schedule, actual delivery schedule, contractual price, and final price. Also indicate the extent of the proposer's responsibility (i.e., total vehicle including Coach and all systems, Coach only, systems only).
- D. For the prime contractor and key subcontractors, name the key personnel who will have responsibilities for the services proposed. Identify the individual who will be the SFMTA's single point of contact for this project and will direct, coordinate, and manage the contract. For each of the key personnel, specify his or her experience and qualifications, proposed project role, years with your firm, and years of experience in their assigned responsibilities of this project. Include a written assurance that the key individuals listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

III.9. JOINT VENTURE

If the proposer is a joint venture, provide a copy of any all written contracts or understandings that exist between each party to the joint venture. The qualifications, duties and responsibilities of each joint venture partner must be clearly identified. Such explanation shall fully discuss and identify the responsibility of the joint venture for performing the services and complying with the Contract requirements.

III.10. REFERENCES

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

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

III.11. 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 responses to the following:

- 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.

III.12. FINAL INSPECTION AND TESTING

Describe the approach to the final Acceptance and testing of the rehabilitated Vehicle, the type of testing to take place, and how the results are to be documented.

III.13. PARTS LIST AND SCHEMATICS

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

III.13.A. Parts List

Provide a preliminary parts list, in Excel format, containing all components the proposer plans to use to overhaul each SR (see Section 9, Vehicle Records, Vol. 2).

III.13.B. Updated Schematics and As-Built Drawings

The SFMTA will provide, in PDF format, Vehicle schematics and parts manuals to the Proposer for each SR being overhauled. Proposer shall provide a description of the methodology that will be used to produce updated schematics and as-built drawings, and indicate in which format(s) the updated schematics and as-built drawings will be provided.

TECHNICAL PROPOSAL SIGNATURE PAGE

FOR

MIDLIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND 60' ELECTRIC TROLLEY COACHES

Date: _____

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
700 Pennsylvania Ave., Suite #B207, San Francisco, CA 94107
Attention: Gary Chang, Project Administrator
This Technical Proposal is submitted by: _____

Business Address: _____

Telephone Number: _____

The undersigned, as Proposer, declares that the only persons interested in the Technical 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 SFMTA, as specified in the Request for Proposals. If this Proposal is accepted, and following Notice of Intent to Award, Proposer agrees to enter into a Contract with the City and County of San Francisco (City), which Contract documents are understood by Proposer.

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

Proposer agrees to overhaul Coaches to the City in accordance with the terms of the Contract.

It is understood and agreed that subsequent to the opening of the Technical Proposal, Proposer shall promptly furnish information deemed pertinent by the City regarding any article, component, or service required hereunder that 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 Technical 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 Technical Proposal is made by a partnership, the full names and addresses of all partners and the address of the partnership shall be stated, and the Proposal shall be signed for all partners by one or more of the partners. 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 Technical Proposal should be attached. 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 member 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	
II. Technical Characteristics Items III.3.A through III.3.G	
III Repair, Support and Warranty Information Items III.4.A through III.4.C	
IV. Management Approach Items III.5.A through III.5.C	
V. Completed Follow-Up Service Worksheets and Delivery Schedule Worksheets (see Appendix A of this RFP)	
VI. Responsibility of Proposer	
VII. Firm Qualifications and Experiences Items 8A through 8D	
VIII. References Items 9A and 9B	
IX. Quality Assurance Items 10A through 10J	
X. Final Inspection and Testing	
XI. Joint Ventures	
XII. Parts List and Schematics Items 13A and 13B	

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

IV.1. GENERAL REQUIREMENTS

IV.1.A. Number of Copies

Proposer shall provide four bound copies, one original unbound copy (Master – suitable for reproduction), and four USB drives, each containing an electronic copy of the Price Proposal.

IV.1.B. Language and Units of Currency

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

IV.1.C. Clarity and Completeness

Proposals shall be made on the forms provided, and shall be typewritten or clearly written in ink. All blank spaces shall be filled in, and no changes shall be made to the wording on the forms unless the City issues specific Addenda with changes to the forms.

IV.2. FORMAT AND CONTENT

Each Proposal shall be organized and numbered as indicated below. Dividers shall be included in each copy (except the one original unbound master copy – suitable for reproduction) to separate each section of the Proposal. Proposers must submit Items I through VI in the Table of Contents below with their Price Proposal in order to be considered responsive.

Table of Contents

I. Signature Page (Pages IV-3, IV-4, and IV-5)

II. Schedule of Prices (Schedule 1 on Pages IV-6)

III. Completed SBE Forms (see VI.16.5)

IV. Certifications

- a. Buy America Requirements (Appendix B-1)
- b. Attestation of Compliance (Appendix B-2)
- c. Certification Regarding Lobbying (Appendix B-3)
- d. City's Standard Forms (Appendix B-5)

V. A Proposal bond (bid bond), cashier's or certified check, or money order in the amount of \$250,000 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).

VI. SAMPLE AGREEMENT

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

- A: Schedule of Prices
- B: Project Delivery Schedule
- C: Payment Milestones
- D: Force Account Provisions
- E: FTA Requirements

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 the 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.

IV.3. NOT IN USE

IV.4. NOT IN USE

IV.5. SOLE BID EVALUATION / PRICE PROPOSAL EXTENSION

In the event there is a single Proposal that qualifies for this procurement, resulting in a possible sole source procurement, the SFMTA may exercise the right to extend the proposed pricing an additional 90 days. This will allow for further investigation of the Price Proposal and justification for proceeding with a sole source procurement. See also Section V.3.

**PRICE PROPOSAL SIGNATURE PAGE
FOR**

**MID-LIFE OVERHAUL OF THE 40’ & 60’ HYBRID ELECTRIC COACHES AND 60’
ELECTRIC TROLLEY COACHES**

Date: _____

San Francisco Municipal Transportation Agency
700 Pennsylvania Avenue
Suite B207
San Francisco, CA 94107
Attention: Gary Chang, Contract Administrator
This Price Proposal is submitted by: _____

Business Address: _____

Telephone Number: _____

The undersigned, as Proposer, declares that the only persons interested in the Price 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 SFMTA, as specified in the Request for Proposals.

If this Price Proposal is accepted, the Proposer agrees to enter into a Contract with the City and County of San Francisco (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 of the Schedule of Prices, as applicable.

Proposer agrees to furnish the services and items listed below to the City in accordance with the terms of the Contract at the prices listed below.

A Proposal bond (bid bond), cashiers or certified check, or money order in the amount of \$250,000 is attached hereto as the Proposal bid security.

Should its Price Proposal be accepted and Award made to it, Proposer agrees that if it fails or refuses to furnish the required bonds and insurance certificates within 20 calendar days after receiving notice from the SFMTA to file such documents, or fails or refuses to properly execute and return the Agreement, the SFMTA may, at its option, determine that this Proposer has abandoned its Price and Technical Proposals.

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 that may be recoverable by the City for such failure to enter into the Contract.

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 Price 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 Price Proposal shall so state. If the Price Proposal is made by a partnership, the full names and addresses of all partners and the address of the partnership shall be stated, and the Proposal shall be signed for all partners by one or more of the partners. If the Price 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. If the Price 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 member of the joint venture.

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

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

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

**SCHEDULE 1 - SCHEDULE OF PRICES
 MIDLIFE OVERHAUL OF THE 40’ & 60’ HYBRID ELECTRIC COACHES AND 60’
 ELECTRIC TROLLEY COACHES
 PROPOSED PRICES**

State and local sales, or use taxes are not to be included. City is exempt from federal excise taxes. (See Section 7 of Part X - 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	23	SR-1707 - 40-ft Allison Hybrid	\$ _____	\$ _____
2	39	SR-1709 - 40-ft BAE Hybrid	\$ _____	\$ _____
3	50	SR-1794 - 40-ft BAE Hybrid	\$ _____	\$ _____
4	60	SR-1849 - 60-ft Trolley Coach	\$ _____	\$ _____
5	55	SR-1907 - 60-ft Allison Hybrid	\$ _____	\$ _____
6	6	SR-1955 - 60-ft BAE Hybrid	\$ _____	\$ _____
7	25	SR-1961 - 60-ft Allison Hybrid	\$ _____	\$ _____
8	25	SR-1962 - 60-ft BAE Hybrid	\$ _____	\$ _____
9	24	SR-1963 - 40-ft Allison Hybrid	\$ _____	\$ _____
10	24	SR-1964 - 40-ft BAE Hybrid	\$ _____	\$ _____
11	10	As-Built Drawings, Updated Schematics, and Parts Lists (Per SR)	\$ _____	\$ _____
12	1	Special Tools	N/A	\$1,000,000 (fixed allowance)
13	1	Spare Parts	N/A	\$1,000,000 (fixed allowance)
14	1	Unforeseeable Work and Exterior Body Work	LS	\$5,500,000
Basis of Award (Items 1 through 14)			Grand Total	\$
Information Item (not included in evaluation)				
Hourly Rate for Unforeseeable Work and Exterior Body Work				

FOR PROPOSER’S USE

Reference Part IV – Price Proposal

Have you submitted the following?

Table of Contents	
I. Signature Page	
II. Schedule 1 - Schedule of Prices	
III. Completed SBE Forms	
IV. Certifications Buy America Requirements Attestation of Compliance Certification Regarding Lobbying City’s Standard Form	
V. Proposal bond (bid bond), cashiers or certified check, or money order for \$250,000 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. EVALUATION AND SELECTION CRITERIA

V.1. EVALUATION CRITERIA

The SFMTA will not review or score the proposal unless the Contractor's firm meets the Minimum Qualifications specified in Section III.7.

V.1.A. Technical Proposal (30 points max.):

Proposers will be evaluated on their understanding of the services to be provided, the quality of their Technical Proposal, and their processes and procedures for performing the work required under the RFP.

V.1.B. Firm Qualifications and Experience (25 points max.):

The criterion includes relevant experience of the proposer, key personnel of the proposer, proposed subcontractors, specifically with respect to the work required under the RFP, and customer reference (see Section III.10. REFERENCES).

V.1.C. Schedule (15 points max.):

The SFMTA can allow maximum of 12 Coaches to be at the Contractor's site, including in transport, and the Contractor shall utilize this information to develop the schedule of delivery.

$$\text{Proposer's score} = \left[1 - \frac{(\text{No. of days late})}{180 \text{ days}} \right] \times 15 \text{ points}$$

V.1.D. Project Organization and Approach (10 points max.):

Proposers will be evaluated on the effectiveness of the proposer's organizational project management structure and the quality of their facilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet project schedules, and managing quality control and testing.

V.1.E. Price Proposal (20 points max.):

The total amount of points for this section will be awarded to the proposer who has the lowest price based on the grand total listed in Schedule 1. Total points for all other proposers will be calculated by dividing the higher price into the lowest price in order to determine a percentage. That percentage will then be multiplied to the total points available for this section in order to arrive at the points awarded for that higher price.

$$\text{Proposer's Score} = \frac{\text{Lowest Price}}{\text{Proposer's Price}} \times (20 \text{ points})$$

V.2. CONTRACT AWARD

V.2.A. Award Procedure

The SFMTA will recommend award of the Contract to the proposer who receives the highest ranking in the evaluation process and 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 D to the Sample Agreement, Section X below). The Contract is subject to approval by the Board of Directors of the SFMTA and the City's Board of

Supervisors. After final approval of the Contract, the SFMTA will issue a Notice of Award to the successful proposer.

V.2.B. Debrief to Unsuccessful Proposers

Upon request, the SFMTA will debrief unsuccessful proposers after Award of the Contract.

V.2.C. Bonds, Insurance, and Execution of Contract

Within 20 Days following the receipt of a Notice of Intent to Award, the proposer to whom the contract is awarded shall deliver the specified payment bond, and insurance certificates to the City, in accordance with Section 4.8.1 of the Sample Agreement (Section X below). The payment bond shall be furnished using the forms provided in Appendix C, Volume 1.

If a proposer to whom Notice of Intent to Award is made fails or refuses to furnish the required bond and insurance certificates within 20 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.

V.3. SINGLE PROPOSER

If the SFMTA receives only one responsible and responsive Proposal, the SFMTA may conduct a price or cost analysis, or both, to assess whether the prices offered by the proposer are fair and reasonable. For a price analysis, the prices for overhaul 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.

The SFMTA may conduct a cost analysis 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 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 this project. If a price or cost analysis is required, the date of Contract Award may be extended by 90 Days.

VI. TERMS AND CONDITIONS FOR PROPOSALS

VI.1. ERRORS AND OMISSIONS IN RFP

Proposers are responsible for reviewing all parts of this RFP and complying with all Proposal submission requirements. Proposers must promptly notify the SFMTA, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification shall be directed to the SFMTA promptly after discovery, but in no event later than the time set for in Section VI.2 below. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

VI.2. OBJECTIONS TO RFP TERMS

If a Proposer objects on any ground to any provision or legal requirement of the RFP, the Proposer must, not more than ten business days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection and all relevant facts.

- 1) Objections must be delivered to Gary Chang, at gary.chang@sfmta.com. 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.

VI.3. ADDENDA TO RFP

The SFMTA may modify the RFP prior to the Proposal due date by issuing Addenda, which will be posted on the San Francisco City Partner website: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

The Proposer is 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. Therefore, the

SFMTA recommends that the Proposer consult the San Francisco City Partner website frequently,

including shortly before the Proposal due date, to confirm that the Proposer is aware of, and its Proposal

is responsive to, all Addenda.

VI.4. 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.

VI.5. 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 requesting such further clarification.

VI.6. 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.

VI.7. FINANCIAL RESPONSIBILITY

The SFMTA shall have 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.

VI.8. PROPOSER'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code. City law bans persons who are seeking or recently entered into government contracts from making contributions to certain candidates for City elective office. The ban applies when:

- The City, a state agency on whose board an appointee of a City elective officer serves, the Unified School District, or the Community College District is a party to a contract,
- The contributor is a party to the contract or is an affiliate (see discussion below) of a party to the contract;
- The contract or series of contracts in the same fiscal year has a **total anticipated or actual value of \$100,000 or more in a fiscal year.**

If these three conditions are met, then the contributor is prohibited from making a contribution to the candidate. This applies from the time that the contractor submits a proposal to the City to

become a party to the contract until either (a) negotiations regarding the proposal terminate (and the contractor is not awarded the City contract), or (b) 12 months have passed since the contract was approved.

Affiliates of a contractor are the entity's directors, principal officers (including its chairperson, chief executive officer, chief financial officer, chief operating officer, or any similar position), individuals or entities holding a share of the organization of 10 percent or greater, and any subcontractor listed on the organization's bid for a City contract.

VI.9. 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.

VI.10. 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.

VI.11. 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.

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

VI.12. 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.

VI.13. 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 Proposer selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.

All firms and Subcontractor(s) responding to this RFP are notified that they may not contact any SFMTA staff member, other than 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 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.

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.

A Proposer must submit with its Proposal an executed Attestation of Compliance (see Appendix B-2) certifying compliance with these requirements. The Attestation of Compliance must be signed by all firms and Subcontractor(s) named in the Proposal. A Proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any Proposer who violates the prohibitions of this section, directly or through an agent, lobbyist or subcontractor will be disqualified from the selection process.

VI.14. 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.

VI.15. TROPICAL HARDWOOD BAN

The City will deem non-responsive any Proposal, bid or other response to a solicitation that calls for the use of any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product (see Part X, Sample Agreement, Section 10.18). **SMALL BUSINESS ENTERPRISE (SBE) NON-DISCRIMINATION REQUIREMENTS**

The following information is provided to assist the Proposers in the preparation of Proposals. Please also see Appendix B.4 for a description of SFMTA's SBE Program, along with all forms required for submittal of Proposals and for use by the Proposer.

1. Policy

The SFMTA is committed to a Small Business Enterprise (SBE) Program ("Program") for the participation of SBEs in contracting opportunities. The SFMTA is also committed to compliance with the federal regulations in 49 CFR Part 26, issued March 4, 1999, as amended from time to time (the "Regulations"). The Regulations are incorporated into this Program as though fully set forth herein. It is the intention of the SFMTA to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of the SFMTA.

2. Questions

Questions concerning SBE Non-Discrimination Requirements should be addressed in writing to:

Preston Tom
SFMTA, Contract Compliance
One South Van Ness Ave., 6th Floor
San Francisco, CA 94103

or

Email: preston.tom@sfmta.com

Please include "SFMTA 2019-50" in the subject line of your e-mail.

3. Non-Discrimination in Employment

SFMTA will evaluate the Proposer's response to the Questionnaire on Recruitment, Hiring, and Training Practices (MTA SBE Form No. 3) to determine whether the Proposer is in compliance with the Nondiscrimination Requirements.

Should SFMTA deem it necessary, the SFMTA will seek a written commitment from the Proposer to use good faith efforts to provide equal employment opportunities during the term of the contract. One measure of such a commitment would be comparing utilization of women and minorities with the relevant labor market in order to improve parity between the composition of the Proposer's workforce and the available labor market. The Proposer may be required to provide the SFMTA with the relevant data regarding its labor market.

4. SBE Participation Goal

The Contract Compliance Office has established a 10% SBE participation goal for this contract. Small business firms may qualify for this program by enrollment in the State of California's Small Business Program, the federal DBE program, or the City and County of San Francisco's LBE program. The SBE goal will apply to the following types of contracts or scope of work in the contract: Professional and Technical Services, Computer Programming and Design; Architecture and Engineering Services, Drafting (design services); Landscape Architecture; Building Inspection; Public Relations; Community Outreach; Telecommunications; Merchant Wholesalers, Durable Goods, and Machinery and Equipment Rental (construction) ("SBE Work").

To be determined responsive, a Proposer must demonstrate in its submittal that it will meet the goals in the performance of this contract; or if it is unable to meet the goals, the Proposer must submit

documentation (MTA Form 2 – SBE Consultant/Subconsultant – Good Faith Efforts) with its Proposal that it performed good faith efforts, prior to submission of the bid or Proposal, to meet this goal. A Proposer that is not responsive shall be ineligible for award of the contract.

5. SBE Forms Required to be Submitted with Proposal (Note: SBE Forms provided in Appendix B.4 to this RFP)

In addition to the requirements on the content of the Proposal discussed above, proposed Consultants must submit the following forms with their Proposals:

- a. Consultant/Joint Venture Partner and Subconsultant Participation Report (SFMTA SBE Form 1)
- b. SBE Consultant / Subconsultant – Good Faith Efforts (SFMTA SBE Form 2)
- c. Bidders List (SFMTA SBE Form 2A)
- d. SBE Consultant/Joint Venture Partners/Subconsultant – Gross Revenue Declaration (SFMTA SBE Form No. 2B)
- e. Questionnaire on Recruitment, Hiring and Training Practices for Consultants (SFMTA SBE Form 3)
- f. Subconsultant Participation Declaration (SFMTA SBE Form 4)
- g. SBE Acknowledgement Declaration (SFMTA SBE Form 5)
- h. Joint Venture Participation Form (Schedule B)
- i. A Copy of the firm’s Nondiscrimination Program or EEO Policy Statement (if any)

Forms shall be submitted as described in Section IV. above. Please label the file/folder “SFMTA 2019-50 SBE Forms.”

Both proposed consultant and subconsultants will need to submit Items 3, 4 (if applicable), 5, and 9. Items 1, 2 and 6 of this paragraph apply to the prime consultant only. Item 7 applies to the SBE subconsultant only. Information about all firms submitting quotes or proposals to the prime and subconsultants must be included on Item 3 (Bidders List). Directions for completing the above forms can be found in the SBE Program in Appendix B.4.

VII. CONTRACT REQUIREMENTS

VII.1. STANDARD CONTRACT PROVISIONS

The successful proposer will be required to enter into a contract substantially in the form as shown in Section X – 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.

VII.2. NONDISCRIMINATION IN CONTRACTS AND BENEFITS

As a material requirement of the contract, the selected proposer(s) shall comply with Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the Contract Monitoring Division (CMD) website.

VII.3. 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.

VII.4. 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.

VII.5. 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://oewd.org/first-source> and from the First Source Hiring Administrator, business.services@sfgov.org or call (415) 701-4848.

VII.6. CONFLICTS OF INTEREST

The selected Proposer must agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III,

Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The selected Proposer will be required to acknowledge that 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 it becomes 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.

VIII. CERTIFICATIONS

VIII.1. DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

Grantees and sub-grantees must not make any award or permit any award (sub-grant 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.

Reminder: 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.

VIII.2. BUY AMERICA REQUIREMENTS (APPENDIX B-1)

The proposer shall complete and sign this certification and submit it with its Proposal.

VIII.3. ATTESTATION OF COMPLIANCE (APPENDIX B-2)

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

VIII.4. CERTIFICATION REGARDING LOBBYING (APPENDIX B-3)

All prospective proposers are required to complete and submit along with their Proposals, the certification form shown as Appendix B-3, regarding lobbying. 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 Gary Chang, at the address indicated below, as soon as the subcontracts are awarded.

VIII.5. SAN FRANCISCO BUSINESS TAX CERTIFICATE

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. See City’s Standard Forms in Appendix B-5.

IX. OTHER INFORMATION

IX.1. APPEALS AND PROTEST PROCEDURES

The Protest Procedures for Bidding and Award of Federally Assisted Third Party Contracts are included in Appendix E. The proposer shall comply with the requirements of FTA Circular 4220.1F regarding protests to FTA.

IX.2. FURTHER INFORMATION, CLARIFICATIONS, QUESTIONS OR CONCERNS

For further information, clarifications, questions or concerns regarding contractual provisions and Technical Specifications, contact:

Gary Chang, P.E
Project Manager
San Francisco Municipal Transportation Agency
Fleet Engineering Section
700 Pennsylvania Avenue, Suite# B207
San Francisco, CA 94107-3443
Gary.chang@sfmta.com
Tel: (415) 646-2636

X. SAMPLE AGREEMENT

CITY AND COUNTY OF SAN FRANCISCO
San Francisco Municipal Transportation Agency

**MIDLIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND
60' ELECTRIC TROLLEY COACHES**

Contract No. SFMTA-2019-XX
CCO NO. 19-1505

XI. APPENDICES

XI.1. APPENDIX A: WORKSHEETS

- 1A. Follow-up Service Worksheet
- 1B. Delivery Schedule Worksheet

1A. FOLLOW-UP SERVICE WORKSHEET

FOR

MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES AND 60' ELECTRIC TROLLEY COACHES

Location of Technical Service Representative Nearest to SFMTA

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: _____

1B. DELIVERY SCHEDULE WORKSHEET
FOR

**MID-LIFE OVERHAUL OF THE 40’ & 60’ HYBRID ELECTRIC COACHES AND 60’
 ELECTRIC TROLLEY COACHES**

Completion of items as indicated below shall occur before the time periods listed have elapsed.

Liquidated Damages applies to all items. Refer to Section 19 of the Contract.

Item	Days after Notice to Proceed							
	SR-1707	SR-1709	SR-1794	SR-1907 SR-1961	SR-1963	SR-1964	SR-1849	SR-1955 SR-1962
Pick-Up of Lead Coach								
Delivery of Completed Lead Coach								
Conditional Acceptance and Approval of Lead Coach								
Begin overhaul of remaining Coaches								
Delivery of the last Coach								
Submittal of final As-Built Drawings, Updated Schematics, and Parts Lists								

Item	Days after Notice to Proceed
Submittal of draft recommended spare parts and special tools lists	
Delivery of spare parts and special tools	

Deliveries:

Note 1: Actual item due dates will be determined after the First Article coaches have been presented and changes to the scope of work have been finalized and negotiated.

Note 2: All deliveries to the SFMTA shall be to SFMTA's Marin facility during weekday working hours, Monday through Friday, 7 a.m. – 3 p.m., except SFMTA holidays, or as otherwise specified in writing by the SFMTA. Contractor shall provide at least 48 hours' notice to the SFMTA prior to delivery.

Note 3: Due to service demands, the SFMTA can only allow up to 12 Coaches at the Contractor's site at any one time. Contractor shall not deliver more than three Coaches to the SFMTA at any one time.

Note 4: The Coach will have to pass inspection and acceptance testing by the SFMTA before being put back into revenue service. The SFMTA reserves the right not to release scheduled Coaches for rehabilitation if one or more rehabilitated Coaches fail to meet SFMTA requirements.

XI.2. APPENDIX B: CERTIFICATIONS; CITY'S STANDARD FORMS

1. BUY AMERICA REQUIREMENTS
2. ATTESTATION OF COMPLIANCE
3. CERTIFICATION REGARDING LOBBYING
4. CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM FOR PROFESSIONAL AND TECHNICAL
SERVICES
5. CITY'S STANDARD FORMS

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 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 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 Part VI, TERMS AND CONDITIONS FOR PROPOSALS, Section VI.13 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 Part VI, TERMS AND CONDITIONS FOR PROPOSALS, Section VI.13 of the 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 _____, 20_____.

By: _____
(signature of authorized official)

(title of authorized official)

**4. CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM FOR PROFESSIONAL AND TECHNICAL
SERVICES**

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM
FOR PROFESSIONAL AND TECHNICAL SERVICES**

REQUEST FOR PROPOSALS (RFP)

FOR

**Contract No. 2019-50
Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches
and 60' Electric Trolley Coaches
CCO 19-1505**

FTA FUNDED

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Revised 12/30/2015

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

**ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS AND OTHER
PROFESSIONAL SERVICES**

FOR FEDERALLY-FUNDED PROJECTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE</u>
I.	POLICY	SBE - 1
	A. Applicability	SBE - 1
	B. Objectives	SBE - 1
	C. Administration of Program	SBE - 2
	D. Prohibited Discrimination	SBE - 2
	E. Non-Discrimination in Employment	SBE - 2
II.	DEFINITIONS	SBE - 3
	A. Small Business Enterprise (SBE)	SBE - 3
	B. Contractor	SBE - 3
III.	SBE PARTICIPATION AND SUBCONSULTING REQUIREMENTS	SBE - 3
	A. SBE Participation Goal	SBE - 3
	B. SBE Income Thresholds For Certain Types of Contracts	SBE - 4
	C. SBE Participation	SBE - 4
	1. Nature of SBE Participation	SBE - 5
	2. Function	SBE - 5
	3. Determining the Amount of SBE Participation	SBE - 5
	a. SBE Prime Consultant	SBE - 5
	b. SBE Subconsultant	SBE - 5
	c. SBE Joint Venture Partner	SBE - 5
	d. SBE Regular Dealer	SBE - 6
	e. Other SBEs	SBE - 6
	f. Materials or Supplies	SBE - 6
	D. Meeting the SBE Participation Goal	SBE - 6
	E. Submission of Certification for SBEs	SBE - 6
	F. DBE Financial Institutions	SBE - 7

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

**ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS AND OTHER
PROFESSIONAL SERVICES**

FOR FEDERALLY-FUNDED PROJECTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE</u>
IV.	TRAINEES – San Francisco Municipal Transportation Agency (SFMTA) Employment Training Program	SBE - 8
V.	EVALUATION OF PROPOSALS	SBE - 10
	A. CCO Evaluation	SBE - 10
	1. Evaluation of Proposals	SBE - 10
	2. Determination of Amount of SBE Participation	SBE - 10
	3. Evaluation of SBE Certification Status	SBE - 10
	4. Good Faith Efforts	SBE - 10
	B. Recommendation for Award of Contract	SBE - 12
	1. SFMTA CCO’s Recommendation for Award	SBE - 12
	2. Bidder’s Right to Administrative Reconsideration	SBE - 12
	C. Successful Proposer	SBE - 13
	1. Contract Assurances	SBE - 13
	2. Substitution of Subconsultants & Suppliers	SBE - 13
	3. Addition of Subconsultants and Suppliers	SBE - 13
	4. Prompt Payment to Subconsultants	SBE - 13
	5. Reporting Requirements	SBE - 14
	D. Administrative Remedies	SBE - 14
	1. Monitoring SBE Participation	SBE - 14
	2. Enforcement Mechanisms	SBE - 14
	E. Confidentiality	SBE - 14
VI.	SUBMISSION OF FORMS AND INSTRUCTIONS	SBE - 15
	A. REQUIRED FORMS	SBE - 16
	B. FORMS SUBMITTED WITH PROPOSAL	SBE - 16
	• SFMTA SBE Form No. 1 – Consultant/Joint Venture Partner and Subconsultant Participation Report (<i>See Page SBE-20</i>)	

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

**ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS AND OTHER
PROFESSIONAL SERVICES**

FOR FEDERALLY-FUNDED PROJECTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE</u>
B. FORMS SUBMITTED WITH PROPOSAL (CONTINUED)		SBE - 17
•	SFMTA SBE Form No. 2 – SBE Consultant Participation – Good Faith Efforts (See Page SBE-21)	
•	SFMTA SBE Form No. 2A – Bidders List (See Page SBE-23)	
•	SFMTA SBE Form No. 2B –SBE Consultant/Joint Venture Partner/Subconsultant –Gross Revenue Declaration (See Page SBE-24)	
•	SFMTA SBE Form No. 3 – Questionnaire on Recruitment, Hiring, and Training Practices for Contractors (See Page SBE-26)	SBE - 18
•	SFMTA SBE Form No. 4 – SBE Subconsultant Participation Declaration (See Page SBE-32)	
•	SFMTA SBE Form No. 5 – Small Business Enterprise Acknowledgment Declaration (See Page SBE-33)	
•	SCHEDULE B – IF APPLICABLE	
C. FORMS SUMITTED AT POST-AWARD		SBE - 18
•	SFMTA SBE Form No. 6 – Progress Payment Report (See Page SBE-35)	
•	SFMTA SBE Form No. 8 – Amendment/Modification Declaration Professional Services & Construction Contracts (See Page SBE-37)	SBE - 19
•	SFMTA SBE Form No. 9 – Contractor Exit Report and Declaration (See Page SBE-39)	

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Small Business Enterprise Program Requirements

Architects, Engineers, Planners, Environmental Scientists and Other Professional Services

I. POLICY

The San Francisco Municipal Transportation Agency (SFMTA) is committed to a Small Business Enterprise (SBE) Program ("Program") for the participation of SBEs in contracting opportunities in accordance with the federal regulations in 49 CFR Part 26, issued March 4, 1999, as amended from time to time (the "Regulations"). The Regulations are incorporated into this Program as though fully set forth herein. It is the intention of the SFMTA to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of the SFMTA.

A. Applicability

Under 49 CFR Sections 26.3 and 26.51, and in response to the Federal Transit Administration's ("FTA") March 23, 2006, publication of the Department of Transportation's ("DOT") guidance concerning the federal Disadvantaged Business Enterprise ("DBE") program that applies to grant recipients within the Ninth Circuit, the SFMTA, a recipient of federal financial assistance from the FTA, is required to implement race-neutral means of facilitating DBE participation. The SFMTA's SBE Program is in accordance with DOT's guidance that, absent a disparity study, the SFMTA must meet its overall annual DBE goal using race-neutral means. This Program applies to the following types of SFMTA contracts that are funded, in whole or in part, by DOT financial assistance: Construction – Building, Heavy; Construction – Dredging and surface Cleanup; Construction (specialty trades); General Freight Trucking; Hazardous Waste Collection, Trucking; Remediation; Testing Labs; Computer Programming and Design; Architecture & Engineering Services; Surveying and Mapping; Drafting (design services); Landscape Architecture; Building Inspection; Machinery and Equipment Rental (construction); Merchant Wholesalers, Durable Goods; Public Relations; Administrative Services; and Telecommunications.

B. Objectives

The objectives of this program are to:

1. Remove barriers to SBE participation in the bidding, award and administration of SFMTA contracts;
2. Assist SBEs to develop and compete successfully outside of the Program;
3. Ensure that the Program is narrowly tailored in accordance with 49 CFR Part 26;
4. Ensure that only SBEs meeting the eligibility requirements are allowed to participate as SBEs;
5. Identify business enterprises that are qualified as SBEs and are qualified to provide SFMTA with required materials, equipment, supplies and services; and to develop a good rapport with the owners, managers and sales representatives of those enterprises;
6. Develop communications programs and procedures which will acquaint prospective SBEs with SFMTA's contract procedures, activities and requirements and allow SBEs to provide SFMTA with feedback on existing barriers to participation and effective procedures to eliminate those barriers; and

7. Administer the Program in close coordination with the various divisions within SFMTA so as to facilitate the successful implementation of this Program.

C. Administration of Program

The Director of Transportation of the SFMTA is responsible for adherence to this policy. The Contract Compliance Office (CCO) shall be responsible for the development, implementation and monitoring of this program. All SFMTA personnel shall adhere to the provisions and the spirit of the program. Virginia Harmon, Senior Manager of Contracts & Procurement, is the DBE Liaison Officer (DBELO) for the SFMTA, located at 1 So. Van Ness Avenue, 6th Floor, San Francisco, CA 94103, telephone number (415) 701-4404, electronic mail address virginia.harmon@sfmta.com.

D. Prohibited Discrimination

SFMTA does not exclude persons from participation in, deny benefits to, or otherwise discriminate against any persons in connection with the award and performance of any contract governed by the Regulations on the basis of race, color, sex or national origin. The City and County of San Francisco also prohibits discrimination on the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status).

SFMTA does not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this program with respect to individuals in the groups or categories or having the characteristics listed above.

SFMTA has signed the federal assurances regarding non-discrimination required under 49 CFR Section 26.13.

E. Non-Discrimination in Employment

SFMTA will evaluate the proposer's response to the Questionnaire on Recruitment, Hiring, and Training Practices (SFMTA SBE Form No. 3) to determine whether the proposer is in compliance with the Nondiscrimination Requirements.

Should SFMTA deem it necessary, the SFMTA will seek a written commitment from the proposer to use good faith efforts to provide equal employment opportunities during the term of the contract. One measure of such a commitment would be comparing utilization of women and minorities with the relevant labor market in order to improve parity between the composition of the proposer's workforce and the available labor market. The proposer may be required to provide the SFMTA with the relevant data regarding its labor market.

II. DEFINITIONS

Any terms used in this Program shall have the meaning set forth below:

A. **Small Business Enterprise (SBE)**

An SBE is a for-profit, small business concern with a three (3) year average gross revenue that do not exceed the thresholds set forth in Section III.B and either: 1) is certified under any of the following programs: the State of California's Small Business Program with the Department of General Services ("State Program"), the City and County of San Francisco's LBE Program ("City Program"), or the California Unified Certification Program ("Federal DBE program"), or 2) has received written confirmation from CCO that it meets the SFMTA's program eligibility requirements.*

**Please note that firms not certified under one of the identified programs must submit a Small Business Verification Form to CCO in order to be determined eligible to meet the SBE Program requirements (i.e., the three-year average gross revenues do not exceed the thresholds in Section III.B). Failure to do so may result in the firm's work not being counted toward the established SBE goal. In addition, professional services firms certified under the State Program should contact CCO in order to verify that their three-year average gross revenues do not exceed the appropriate size standard for the type of work the firm seeks to perform.*

Contact Sheila Evans-Peguese at sheila.evans-peguese@sfmta.com or (415) 701-4436 to obtain a Small Business Verification Form.

B. **Contractor**

The term "Contractor" includes consultants.

III. SBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. **SBE Participation Goal**

The Contract Compliance Office has established an SBE participation goal of ten percent (10%) for this contract. Small business firms may qualify for this program by enrollment in either the State of California's Small Business Program with the Department of General Services ("State Program"), the California Unified Certification Program with a U.S. Department of Transportation recipient ("Federal DBE program"), or the City and County of San Francisco's LBE program with the San Francisco General Services Agency ("City Program"). This SBE goal will apply to the following types of contracts or scope of work in the contract: Architecture & Engineering Services (to include professional and technical services), Computer Programming and Design, Drafting (design services); Landscape Architecture; Building Inspection; Public Relations; Administrative Services; Telecommunications; Merchant Wholesalers, Durable Goods, and Machinery and Equipment Rental (construction) ("SBE Work".)

To be determined responsive, a proposer must demonstrate in its submittal that it will meet this goal in the performance of this contract; or if it is unable to meet the goal, the proposer must submit documentation (SFMTA SBE Form No. 2 – SBE Consultant/Subconsultant – Good Faith Efforts) with its proposal that it performed good faith efforts, prior to submission of the bid or proposal, to meet this goal. A proposer that is not responsive shall be ineligible for award of the contract.

If no goal has been set for this contract, SFMTA encourages proposer to use good faith efforts to solicit SBEs for this contract if available.

NOTE: Website links for finding Certified DBEs/SBEs/LBEs:

- Certified Disadvantaged Businesses Enterprises (“Federal DBE Program”) http://www.dot.ca.gov/hq/bep/find_certified.htm
- Certified Small Businesses Enterprises (“State Program”) <http://www.bidsync.com/DPXBisCASB>
- For Certified SF GSA Local Business Enterprises (“City Program”) http://mission.sfgov.org/hrc_certification/

Contact Sheila Evans-Peguese at (415) 701-4436 should you need assistance with accessing the databases.

B. SBE Income Thresholds For Certain Types of Contracts

The total average gross revenue thresholds for the past three years must not exceed the current SBA business size standard appropriate to the type(s) of work the firm seeks to perform as set forth below. Even if it meets the appropriate SBA size standard, a firm is not eligible if it (including its affiliates) has had average annual gross receipts over the firm's previous three fiscal years, in excess of \$23.98 million.

1.	Engineering Services	\$15.0 Million
2.	Surveying and Mapping	\$15.0 Million
3.	Public Relations Agencies	\$15.0 Million
4.	Drafting	\$7.5 Million
5.	Architectural Services	\$7.5 Million
6.	Merchant Wholesalers	\$23.98 Million

and no more than 100 employees

The proposer must collect and submit to SFMTA with its proposal the SBE Consultant/Joint Venture Partner/Subconsultant Gross Revenue Declaration(s) (SFMTA SBE Form No. 2B) from all potential SBE participants listed on its SFMTA SBE Form No. 1. Each SBE must declare that its total average gross revenues for the past three years are equal to or below the income threshold for that specific category of the contract.

For more information about SBA size standards or if your firm’s work category does not appear on the list above, please contact CCO or refer to the SBA’s webpage: <http://www.sba.gov/content/table-small-business-size-standards>

C. SBE Participation

The SFMTA requires the prime contractor to make every good faith effort to include SBEs to perform meaningful work in all aspects of the project. To accomplish these efforts, the following guidance is provided:

1. Nature of SBE Participation

SBE participation includes contracts (other than employee contracts) with SBEs for any goods or services specifically required for the completion of the SBE Work. An SBE may participate as a prime contractor, subcontractor, joint venture partner with a prime contractor, or a supplier of other services, e.g., machinery/equipment rental, to fulfill the SBE goal for the SBE Work.

2. Function

An SBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing and supervising the work. However, an SBE may contract out a portion of the work if it is considered to be a normal industry practice. If an SBE consultant subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the SBE shall be presumed not to be performing a commercially useful function.

3. Determining the Amount of SBE Participation

The prime contractor shall determine the amount of SBE participation for each SBE performing work on the contract in terms of both the total value of the individual SBE work in dollars and the percentage of the total contract bid price for the SBE Work. The prime contractor shall achieve the SBE participation goal specified for the entire SBE Work, including any amendments to the SBE Work.

a. SBE Prime Consultant

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Prime Consultant.

b. SBE Subconsultant

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work (except for materials and supplies purchased or leased from the prime contractor or supplier) and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE subconsultant to another firm as SBE participation by said SBE subconsultant. If the work has been subcontracted to another SBE, it will be counted as SBE participation by that other SBE.

c. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

d. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly bought, kept in stock and sold or leased to the public in the usual course of business. This applies whether an SBE is a prime contractor or subcontractor/subconsultant.

e. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

f. Materials or Supplies

Count expenditures with SBEs for materials or supplies toward SBE goals as provided in the following:

- (1) If the materials or supplies are obtained from an SBE manufacturer, count 100 percent of the cost of the materials or supplies toward SBE goals
- (2) For purposes of this paragraph (f)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (3) If the materials or supplies are purchased from an SBE regular dealer, count 60 percent of the cost of the materials or supplies toward SBE goals.
- (4) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the material, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

D. Meeting the SBE Participation Goal

By submitting **SFMTA SBE FORM No. 1 – CONSULTANT/JOINT VENTURE PARTNER AND SUBCONSULTANT PARTICIPATION REPORT**, a proposer certifies that it is committed to using the identified SBEs in the performance of the contract. Detailed instructions for completing this and other required forms are found in Part VI.

E. Submission of Certification for SBEs

1. Prime contractors and subcontractors must be either be: 1) certified under the State Program, City Program, or the Federal DBE Program, or 2) determined eligible by CCO on the **proposal/bid due date** to qualify to meet the SBE goal. Firms may obtain information on how to become certified as SBEs from either SFMTA or from the State or City at the following addresses:

Federal DBE Program, or general information about the other programs and assistance with accessing the databases:

San Francisco Municipal Transportation Agency (SFMTA)

Contract Compliance Office
One South Van Ness Avenue, 6th Floor
San Francisco, California 94103
(415) 701-4436
Attn: Sheila Evans-Peguese, CCO Certification Unit

Firms that wish to be certified as DBEs can obtain DBE certification applications from SFMTA at the above address. Completed DBE certification applications can be returned to SFMTA or another certifying agency. Certification applications can be obtained by downloading from website by calling (415) 701-4436 or by going to the following website: <http://www.dot.ca.gov/hq/bep/ucp.htm>. A list of certifying agencies is provided on the DBE certification application.

State Program:

California Department of General Services
Office of Small Business and DVBE Services, Room 1-400
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4940
<http://www.pd.dgs.ca.gov/smbus/certapps.htm#RenReq>

City Program:

General Services Agency
Contract Monitoring Division
30 Van Ness Ave., Suite 200
San Francisco, CA 94102
Attn: Certification Unit
(415) 581-2310
<http://sfgsa.org/index.aspx?page=5356>

2. Project by project certification will not be required; however, if the status of the SBE changes during the certification period, the certification may no longer be valid. In such cases, a newly completed certification application should be submitted.

F. DBE Financial Institutions

The SFMTA encourages prime contractors and subcontractors to use the services of DBE financial institutions. For a current list of DBE financial institutions in the SFMTA's geographic area, please contact the SFMTA's.

IV. TRAINEES – San Francisco Municipal Transportation Agency (SFMTA) Employment Training Program

- A. The SFMTA requires all consultants to comply with the SFMTA Employment Training Program which fosters employment opportunities for economically disadvantaged individuals. Consultants are required to notify the SFMTA of all open, entry-level positions and consider all program referrals fairly and equally. In addition, the City requires consultants to hire a minimum number of professional service trainees in the area of the consultant's expertise. Trainees shall be obtained through the City's First Source Hiring Program 'One Stop Employment Center', which works with various employment and job training agencies/organizations or other employment referral sources.

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

- B. The intent of this Trainee Program is to provide technical training and job opportunities in a professional office environment for economically disadvantaged individuals as on-the-job trainees. These training opportunities will be executed through the duration of this contract. In hiring prospective trainee, the Consultant shall comply with the non-discrimination provisions pursuant to local, state and federal laws.
- C. Trainees shall be obtained through First Source Hiring Program. Outreach should be done to include individuals from the communities that have experienced high rates of unemployment. A list of the designated resources may be obtained from SFMTA.
- D. The Trainee Program consists of participation of individuals as on-the-job trainees based on the project cost. The trainee program will be implemented by the Consultant for this project. The individuals will be hired as regular employees of the firms(s) and shall receive any benefits that they may be entitled to under State labor laws.
1. The trainee must be hired in a discipline related to Architectural and Engineering services or meaningful support or technical position by the Consultant.
 2. No existing employee may be counted towards meeting the trainee goal. However, the new trainees can be part of the pool of new employees that the Consultant may have to hire anyway for a new project of this magnitude and therefore need not be an “extra” cost to the Consultant or to the City.
 3. The Consultant may utilize trainees on other projects it has within San Francisco Bay Area, where trainees can execute work for other projects after the effective date of the Notice to Proceed.
 4. The Consultant is responsible for providing On-The-Job Training (OJT). The Consultant shall hire the trainee on a full-time basis for at least 12 months or on part-time basis for 24 months, offering him/her OJT, which allows the trainee to progress on a career path. The Consultant may hire the trainee(s) for the duration of the project.
 5. The Consultant should submit to SFMTA for approval a job description and summary of the training program for each trainee, with the proposed rate of pay (commensurate with the job requirements).
 6. A trainee qualified in this program is defined as a socially and economically disadvantaged individual who:
 - a. Is unemployed, has a history of unemployment, or who is currently in a job training program; and

- b. Will receive training in a non-trade discipline associated with the Architectural and Engineering industry.
- 7. The term “socially and economically disadvantaged individual” shall have the meaning, as the term is defined in 49 CFR Section 26.5, and shall also include persons with disabilities.
- 8. The Consultant shall provide the necessary tools and/or office equipment (i.e., computers, desks and chairs) for trainees to perform the assigned duties. The Consultant shall provide travel costs if the individual has to travel 50 miles or more from his/her assigned work site for the purpose of getting the job done.
- 9. The Consultant shall design a training program specifically for the trainee. The program shall include, but not be limited to company’s personnel policy procedures manual, benefit package and OJT duties and responsibilities. The trainees are not permitted to work in trade positions performing covered work.
- 10. The Consultant can replace a trainee if there is documentation to demonstrate that the trainee did not perform satisfactorily the key requirements as identified in the job descriptions. The Consultant can apply the time accumulated by the original trainee toward satisfying the contract requirement.
- 11. The Consultant shall provide SFMTA within thirty (30) working days of Notice to Proceed, the following information in order to expedite time in securing the appropriate person to participate during the project.
 - a. Indicate number of trainees to be hired. The hiring of trainees can be phased in over a period of time.
 - b. Provide the name and telephone number of Consultant’s contact person.
 - c. The Consultant shall provide a job description used to recruit the trainee(s). Indicate the specific skills/disciplines for the job.
 - d. A college degree is not a requirement for a trainee and the job description should so indicate.
- E. The Consultant shall submit to SFMTA on a monthly basis a Workforce information report on the status of the trainees.
- F. The SFMTA Contract Compliance Office will monitor the contract trainee requirements for compliance.
- G. The Consultant agrees that the City may withhold pending and future progress payments should the Consultant not demonstrate good faith efforts toward satisfying the required number of trainee hours.
- H. The Consultant Team is responsible for sponsoring the trainee(s). Each team member’s contribution toward the cost of a trainee should be based on the contract percentage amount received.

V. EVALUATION OF PROPOSALS

A. CCO Evaluation

As stated in Section III. A., above, a proposer that fails to demonstrate that it achieved the contract-specific SBE participation goal or fails to demonstrate that it made good faith efforts prior to submission of the proposal to meet the goal shall be deemed non-responsive. A proposer found to be non-responsive shall be ineligible for award of the contract.

1. Evaluation of Proposals

After the receipt of proposals, CCO shall evaluate all proposals with regard to the SBE requirements. Should CCO determine that additional information is needed to evaluate a proposer's submission, CCO shall request said proposer or listed SBE to submit the required information, which shall be due within five (5) days of the request.

2. Determination of Amount of SBE Participation

CCO shall review the total dollar value of the work and the percentage of the total contract bid price reported on the proposer's Consultant/Joint Venture and Subconsultant Participation Report (SFMTA SBE FORM No. 1) for accuracy and shall compare it to the contract-specific goal, if any, established for the contract.

3. Evaluation of SBE Certification Status

SFMTA requires that any SBEs listed by proposers for participation in the contract be either: 1) certified by the proposal due date, or 2) verified to be eligible by CCO in writing by the proposal due date. CCO shall review the proposer's Consultant/Joint Venture and Subconsultant Participation Report (SFMTA SBE FORM No. 1) to confirm the certification status of each SBE. The SFMTA will accept current certifications by (a) SFMTA and other DOT recipients in California authorized under the federal DBE regulations; (b) the State Program, or (c) the City Program.

The SBE consultant and listed SBE subconsultants or suppliers must declare under penalty of perjury under the laws of the State of California that its total average gross revenues for the past three years are equal to or below the income thresholds set forth in Section III.B (see SFMTA SBE FORM No. 2B).

4. Good Faith Efforts

If the amount of SBE participation does not meet the SBE goal, CCO shall review the good faith efforts report (SFMTA SBE Form No. 2) submitted by the proposer with its proposal. A proposer must submit a report explaining the steps taken and the reasons the efforts were not successful to obtain SBE participation. CCO shall determine whether, prior to submission of the proposal, the proposer has performed the quality, quantity and intensity of efforts that demonstrate a reasonably active and aggressive attempt to meet the established SBE goal.

Proposers must submit the SBE Consultant/Subconsultant Participation – Good Faith Efforts Form (SFMTA SBE Form No. 2) with its proposal. Even if proposers' SFMTA SBE Form No. 1 indicates the SBE goal has been met, proposers should still submit SFMTA SBE Form No. 2 to protect their eligibility for the contract. This is because SFMTA's Contract Compliance Office may determine that proposers have not met the goal for various reasons, e.g., if an SBE subconsultant submitted by the prime consultant was not properly certified on the proposal due date. In these cases, SFMTA's SBE Form No. 1 will not normally provide sufficient information to demonstrate that the proposer made good faith efforts.

The following is a list of types of actions that the proposer should consider as part of its good faith efforts to obtain SBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified SBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the SBEs to respond to the solicitation. The proposer must determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.
- b. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goal(s) will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
- c. Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. (i) Negotiating in good faith with interested SBEs. It is the proposer's responsibility to make a portion of the work available to SBE subconsultants and suppliers and to select those portions of the work of material needs consistent with the available SBE subconsultants and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBEs to perform the work.
 (ii) A proposer using good business judgment would consider a number of factors in negotiating with subconsultants, including SBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a proposer's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.
- e. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.
- f. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- g. Effectively using the services of available small business community organizations; small business consultants' groups; local, state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.

B. Recommendation for Award of Contract

1. SFMTA CCO's Recommendation for Award

CCO shall review all of the information submitted by proposers to determine a recommendation to the Director of Transportation for award of the contract to the highest-

ranked proposer. The proposer shall cooperate with CCO if a request for additional information is made during this evaluation process.

Following the determination of the highest-ranked proposer, CCO will prepare a report on the proposer's compliance with the SBE Program requirements for submission to the SFMTA Board of Directors or other awarding authority.

2. Bidder's Right to Administrative Reconsideration

In the event that CCO determines that the apparent low bidder or highest-ranked proposer has not met the SBE participation goal and has not demonstrated good faith efforts, CCO will notify the bidder or proposer in writing. The notification shall include the reasons for the determination. The notification shall also inform the bidder or proposer of its right to submit further written documentation or seek reconsideration from the Appellate Official (the Department Manager in the Office of Civil Rights at San Francisco Bay Area Rapid Transit (BART), or his designee). Prior to the time that a recommendation for award of the contract is made by CCO, the Appellate Official shall provide the bidder or proposer with a written decision regarding its request for reconsideration.

In the event that the Appellate Official finds that the bidder or proposer has not met the SBE participation goal or demonstrated good faith efforts, CCO will deem said bidder or proposer not responsive and evaluate the second-ranked bidder or proposer. The decision of CCO, or the Appellate Official, if the matter is appealed, shall be administratively final as to the SBE issue.

C. Successful Proposer

1. Contract Assurances

The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The Contractor and its subcontractors 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 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 the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.

2. Substitution of Subconsultants and Suppliers

The Consultant shall not terminate an SBE subconsultant or supplier without CCO's prior written consent. Before transmitting a request to terminate and/or substitute an SBE subconsultant or supplier, the Consultant must give notice in writing to the SBE, with a copy to CCO, of its intent to request to terminate and/or substitute, and the reason for the request. The Consultant must give the SBE five days to: (1) respond to the notice and (2) provide the reasons why, if any, the SBE objects to the proposed termination/substitution. The Consultant must make good faith efforts to find another SBE subcontractor to substitute for the original SBE. Substitution of an SBE may also have to be approved by the SFMTA Board of Directors.

3. Addition of Subconsultants and Suppliers

The Consultant shall notify CCO prior to any addition of an SBE or non-SBE subconsultant or supplier to the project. Submit SBE SFMTA Form No. 4 for each new SBE subconsultant or supplier. Any new SBE subconsultant or supplier approved by CCO also must submit SFMTA SBE Form No. 5.

4. Prompt Payment to Subconsultants

In accordance with SFMTA's SBE Program, no later than three (3) working days from the date of Consultant's receipt of progress payments by the City, the Consultant shall pay any subconsultants for work that has been satisfactorily performed by said subconsultants, unless the prime consultant notifies CCO Director in writing within (10) working days prior to receiving payment from the City that there is a bona fide dispute between the prime consultant and the subconsultant. Within five (5) days of such payment, Consultant shall submit satisfactory evidence that it has promptly paid subconsultants for the work they have performed electronically via the B2GNow System. Failure to provide such evidence shall be cause for City to suspend future progress payments to Consultant.

Consultant may withhold retention from subconsultants if City withholds retention from Consultant. Should retention be withheld from Consultant, within thirty (30) days of City's payment of retention to Consultant for satisfactory completion of all work required of a subconsultant, Contractor shall release any retention withheld to the subconsultant. Satisfactory completion shall mean when all the tasks called for in the subcontract with subconsultant have been accomplished and documented as required by City.

If the Consultant does not pay its subconsultant as required under the above paragraph, it shall pay interest to the subconsultant at the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure.

5. Reporting Requirements

The Consultant shall maintain records of all SBE participation in the performance of the contract, including subcontracts entered into with certified SBEs and all materials purchased from certified SBEs. The Consultant shall supply CCO with copies of all contracts with SBE and non-SBE subcontractors and suppliers.

The Consultant shall submit SBE participation reports to SFMTA on a monthly basis, or as otherwise directed by CCO. The reports shall identify the name and address of each SBE performing work on the project, and show the total dollar amount requested for payment and the total dollar amount actually paid to each SBE. Within thirty (30) days of completion of the contract, or as otherwise directed by CCO, the Consultant shall submit a final summary SBE report to CCO.

D. Administrative Remedies

1. Monitoring SBE Participation

CCO will monitor and track the actual SBE participation through consultant and subconsultant reports of payments, site visits and other appropriate monitoring. CCO will ensure that SBE participation is counted towards contract goal(s) and the overall annual goal in accordance with the Regulations.

CCO will require prime consultants to maintain records and documents of payments to

SBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of SFMTA or DOT. This reporting requirement also extends to any certified SBE subconsultant.

CCO will keep a running tally of actual payments to SBE firms for work committed to them at the time of contract award.

CCO will perform interim audits of contract payments to SBEs. The audit will review payments to SBE subconsultants to ensure that the actual amount paid to SBE subconsultants equals or exceeds the dollar amount stated in the schedule of SBE participation.

2. Enforcement Mechanisms

SFMTA will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the Program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Section 26.109. Consultant may also be subject to penalties and/or a debarment action under the San Francisco Administrative Code. Failure to comply with the requirements of the SBE Program constitutes a material breach of contract and will be grounds for termination of the contract. Funds may also be withheld under the Contract pending investigation of a complaint of violation of the SBE Program.

E. CONFIDENTIALITY

SFMTA will safeguard from disclosure from third parties information that may reasonably be regarded as trade secrets, consistent with federal, state, and local laws. Notwithstanding any contrary provisions of state or local law, SFMTA will not release personal financial information submitted in response to the personal net worth requirement to a third party other than DOT without the written consent of the person submitting the information.

VI. SUBMISSION OF FORMS AND INSTRUCTIONS

A. Required Forms

PROPOSERS ARE WARNED that failure to comply with the requirements for submission of forms, within the times prescribed, may RESULT IN REJECTION OF THE PROPOSAL, unless a later time is authorized by CCO. The following forms are included in the RFP:

	FORMS SUBMITTED WITH PROPOSAL	
SFMTA SBE Form No. 1	Consultant/Joint Venture Partner and Subconsultant Participation Report	SBE – 20
SFMTA SBE Form No. 2	SBE Consultant/Subconsultant – Good Faith Efforts	SBE – 21
SFMTA SBE Form No. 2A	Bidders List	SBE – 23
SFMTA SBE Form No. 2B	SBE Consultant/Joint Venture Partner/Subconsultant Gross Revenue Declaration	SBE – 24
SFMTA SBE Form No. 3	Questionnaire on Recruitment, Hiring, and Training Practices for Consultants	SBE – 26
SFMTA SBE Form No. 4	Subconsultant Participation Declaration	SBE – 32
SFMTA SBE Form No. 5	Small Business Enterprise Acknowledgment Declaration	SBE – 33
SCHEDULE B	Joint Venture Participation Form	Contact CCO if needed.
	FORMS SUBMITTED POST AWARD	
SFMTA SBE Form No. 6	Progress Payment Report	SBE – 35
SFMTA SBE Form No. 8	Declaration – Modification of Professional Service Contracts	SBE – 37
SFMTA SBE Form No. 9	Consultant Exit Report and Declaration	SBE – 39

Note: The following instructions are included for the convenience of proposers in preparing their proposals and for consultants to monitor SBE participation appropriately. If there are any conflicts between these instructions and the provisions elsewhere in the specifications or with federal, state, or city statutory requirements, the latter will prevail.

B. FORMS SUBMITTED WITH PROPOSAL:

The following forms must be executed in full and submitted with the proposal package, or as otherwise specified; if not, the proposal may be rejected.

SFMTA SBE FORM No. 1 - CONSULTANT/JOINT VENTURE AND SUBCONSULTANT PARTICIPATION REPORT

All proposers are required to complete this form and include the names of the SBEs being used, **as well as lower-tier SBEs**, a description of the work they will perform, the services or supplies which will be provided by each and the dollar value of each SBE transaction.

This completed form must be submitted with the proposal or the proposal shall be rejected.

SFMTA SBE FORM No. 2 - SBE CONSULTANT/SUBCONSULTANT PARTICIPATION – GOOD FAITH EFFORTS

Each Proposer shall submit with its proposal a written report (SFMTA SBE Form No. 2) with supporting documentation covering all actions taken by the proposer to meet the SBE goal prior to the submittal of the proposal. This form must be submitted regardless whether or not the proposer's Consultant/Joint Venture and Subconsultant Participation Report (SFMTA SBE Form No. 1) indicates that the SBE goal has been met. If CCO requires further information following its review of the report, the proposer shall submit such information within five days of the request.

SFMTA SBE FORM No. 2A - BIDDERS LIST

Pursuant to 49 CFR Section 26.11, SFMTA will create and maintain a “Bidders List” consisting of all firms bidding or quoting on prime contracts and bidding, or quoting on subcontracts on DOT-assisted projects. For every firm, the following information will be included: firm name, firm address, firm status as a DBE or non-DBE, the age of the firm, and the annual gross receipts of the firm.

All proposers shall complete the “Bidders List” to the maximum extent feasible, supplying the requested information on **all firms** quoting on this contract (including the proposer submitting the form).

SFMTA SBE FORM No. 2B - SBE CONSULTANT/JOINT VENTURE PARTNER/SUBCONSULTANT – GROSS REVENUE DECLARATION

An SBE consultant/joint venture partner and listed SBE subconsultants or suppliers, including lower tier subconsultants or suppliers, must complete this form. The prime shall collect the completed forms and submit them with its proposal on the proposal due date. The SBE consultant and listed SBE subconsultants or suppliers will need to submit this form declaring, under penalty of perjury, that their total average gross revenues for the past three years are equal to or below the applicable income thresholds for the specific category of the contract (see Section III.B, above).

SFMTA SBE FORM No. 3 - QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR CONSULTANTS

To be completed by proposers, joint venture partners and subconsultants.

- ❑ **SFMTA SBE FORM No. 4 - SUBCONSULTANT PARTICIPATION DECLARATION** (to be submitted by the prospective prime consultant and subconsultant, as appropriate):

To confirm and identify the use of SBEs, all proposers shall submit a completed SFMTA SBE FORM No. 4, with the proposal, unless a request for an extension of time is granted by CCO.

Subconsultants using SBEs as lower tier subconsultants, suppliers or service agents shall also submit SFMTA SBE FORM No. 4. The form shall be submitted with the proposal unless an extension of time is granted by CCO.

- ❑ **SFMTA SBE FORM No. 5 - SMALL BUSINESS ENTERPRISE ACKNOWLEDGEMENT DECLARATION** (to be submitted by each listed SBE consultant)

Every listed SBE subconsultant or supplier, including lower tier subconsultants, must submit the completed declarations to the proposers. The proposers shall submit the completed declarations to CCO with the proposal unless an extension of time is granted by CCO.

- ❑ **Schedule B - Joint Venture Participation Form** (If applicable)

Joint Ventures formed at either the prime consultant level or subconsultant level must submit a Joint Venture Participation Form (Schedule B) plus a joint venture agreement. To obtain this form, please contact CCO.

C. FROMS SUBMITTED AT POST AWARD

- ❑ **SFMTA SBE FORM NO. 6 - PROGRESS PAYMENT REPORT**

This form shall be completed by Consultant, including each joint venture partner, if applicable, and submitted to the Project Manager (copy to CCO) with its monthly progress payment applications after award of Contract. Consultants must provide complete information and documentation on SFMTA SBE FORM No. 6 for the immediately preceding period for SBE joint venture partners and all subconsultants that are utilized on the Contract.

C. SUBCONSULTANT PAYMENT

The Consultant shall pay its subconsultants for work that has been satisfactorily performed no later than three (3) days after the Consultant's receipt of progress payments from the SFMTA. Within five (5) working days of such payment, Consultant shall submit satisfactory evidence that it has promptly paid subconsultants for the work they have performed electronically via the B2GNow System. Failure to provide such evidence shall be cause for the City to suspend progress payments to the Consultant.

☐ **SFMTA SBE FORM No. 8 - DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICES CONTRACTS**

Consultant shall complete this form when processing all modifications, supplements or change orders that cumulatively increase the original amount of the contract. All prime consultants, individual joint venture partners, subconsultants and any other vendors participating in the modification must be listed.

☐ **SFMTA SBE FORM No. 9 - CONSULTANT EXIT REPORT AND DECLARATION**

Consultant, including all joint venture partners, if any, shall complete SFMTA SBE FORM No. 9 and submit it to the Project Manager (copy to CCO) with its final progress payment application. Consultant must provide complete and accurate information on SFMTA SBE FORM No. 9 and have it executed by all SBE joint venture partners and all subconsultants.

SFMTA SBE FORM No. 1 – CONSULTANT/JOINT VENTURE PARTNER AND SUBCONSULTANT PARTICIPATION REPORT

PROPOSER: _____

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	SBE (OWNERSHIP)		NON-SBE (OWNERSHIP)		SCOPE OF WORK & CERTIFICATION TYPE & CERT. NO.	ANTICIPATED PERCENTAGE AND/OR \$ AMOUNT OF PARTICIPATION
	MALE	FEMAL E	MALE	FEMAL E		
				Total SBE (Male)		
_____ Name & Signature: Authorized Officer of Consultant Firm				Total SBE(Female)		
Print or Type Name:				Total Non-SBE (Male)		
Date:				Total Non-SBE(Female)		

SUBMIT WITH PROPOSAL

	TOTAL % AND/OR \$:	
--	----------------------------	--

SFMTA SBE FORM No. 2

SBE CONSULTANT/SUBCONSULTANT PARTICIPATION – GOOD FAITH EFFORTS

This form must be completed and submitted along with compelling documentation detailing the good faith efforts made to meet the SBE participation goal if the information submitted on SFMTA SBE Form No. 1 indicates that the SBE goal has not been met.

If the SBE participation goal is not met, and if this form, along with compelling documentation detailing the good faith efforts made to meet the goal, is not completed and returned with the proposal, **the proposal shall be deemed non-responsive and rejected.**

Even if proposers' SFMTA SBE Form No. 1 indicates the SBE goal has been met, proposers should still submit the following information to protect their eligibility for the contract. This is because SFMTA's Contract Compliance office may determine that proposers have not met the goal for various reasons, e.g., if an SBE subconsultant submitted by the prime consultant was not SBE/DBE/LBE certified on the proposal due date. In these cases, SFMTA's SBE Form No. 1 will not normally provide sufficient information to demonstrate that the proposer made good faith efforts.

Contract Name: _____ **Contract Number:** _____

Proposer's Name: _____

Please supply information regarding the following:

1. Attending any presolicitation or proposal meetings scheduled by the awarding department to inform all proposers of SBE Program requirements for the project for which the contract is awarded.
2. List below the names and dates of all certified SBEs solicited by direct mail for this project or print out a list of SBE contacted via the States' SBE website, City's GSA website, or UCP DBE website. List the dates and methods used for following up initial solicitations to determine with certainty whether the SBEs were interested. Attach copies of letters and supporting documentation.
3. Summarize below the items of work for which the Proposer requested subconsultant services supplied by SBEs, the information furnished interested SBEs regarding work requirements and any breakdown of tasks into economically feasible units to facilitate SBE participation. Where there are SBEs available for doing portions of the work normally performed by the proposer with its own staff, the proposer will be expected to make portions of such work available for SBEs.

SUBMIT WITH PROPOSAL

- 4. List below the names of SBEs solicited for any of the work indicated above and which were not utilized, and a summary of the proposer’s discussions and/or negotiations with them.
 - a. List the names of rejected SBEs:

 - b. Summarize below discussions and/or negotiations:

- 5. List the names of subconsultants that were selected over the rejected SBEs listed above and the reasons for that choice.

- 6. Summarize below assistance that the Proposer has extended to rejected SBEs identified above to remedy the deficiency in their sub-proposals.

- 7. If insurance is a reason for rejecting any potential SBE, a complete explanation must be provided as follows.
 - a. List the names and phone numbers of insurance firms contacted by the proposer and/or other involved parties:

 - b. List the names and phone numbers of public assistance agencies contacted and their responses (for example, the City’s Bonding and Insurance Assistance Program):

NOTE: Use additional sheets of paper if necessary. Appropriate documentation such as copies of newspaper ads, letters soliciting bids, & telephone logs should accompany this form.

Signature

Date

Name of Firm (print)

Name and Title (print)

Address

Phone Number

Email

END OF FORM No. 2

SFMTA SBE FORM No. 2A

BIDDERS LIST

Supply the following information for all firms bidding or quoting on this contract. If any information is not included, specify reason why you could not obtain the information. Use additional sheets if necessary.

PROPOSER'S NAME: _____

Name/ Federal I.D. or State I.D. No.	Address	Phone	SBE Certified (CUCP DBE, CITY LBE, STATE SBE)		Yrs. in Business	Annual Gross Receipts of Firm
			Yes	No		

END OF FORM No. 2A

PROPOSER: _____

SFMTA SBE FORM No. 2B

**SBE CONSULTANT/JOINT VENTURE PARTNER/SUBCONSULTANT GROSS REVENUE
DECLARATION**

To be completed by SBE Consultant/Joint Venture Partner/Subconsultant

An SBE consultant and every listed SBE subconsultant or supplier, including lower tier subconsultants, must submit the completed declarations to the Prime Consultant. The Prime Consultant shall submit completed declarations with its proposal to the Contract Compliance Office. In order to be counted towards the SBE goal, the SBE must declare, under penalty of perjury, that its total average gross revenues for the past three years are equal to or below the income threshold for the specific category of the contract.

Contract Number: _____ Contract Title: _____

SECTION I

Name: _____ Vendor Number: _____

Address: _____

Phone: _____ Type of Consultant's License(s): _____ Federal I.D. No.: _____

SECTION II

(Check Ownership and Certification Type check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> DBE (Issued by Calif. Unified Certification Prog.) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> SBE (Issued by Calif. Dept. of General Services) |
| <input type="checkbox"/> Corporation, s-Corp, LLC | <input type="checkbox"/> LBE (Issued by SF General Services Agency) |
| | <input type="checkbox"/> Verified as SBE-Eligible by the SFMTA Contract Compliance Office (Confirmation attached) |

**Income Thresholds For Certain Types of Contracts
(Check category for your business)**

The total average gross revenue for the past 3 years must be equal to or below the following category thresholds:

- | | |
|--|----------------|
| <input type="checkbox"/> Engineering Services | \$15.0 Million |
| <input type="checkbox"/> Surveying and Mapping | \$15.0 Million |
| <input type="checkbox"/> Public Relations Agencies | \$15.0 Million |
| <input type="checkbox"/> Drafting | \$7.5 Million |

SUBMIT WITH PROPOSAL

- Architectural Services \$7.5 Million
- Merchant Wholesalers \$23.98 Million
and no more than 100
employees

- Other _____

DECLARATION

The undersigned declares under penalty of perjury under the laws of the State of California that its total average gross revenues for the past three years are equal to or below the income threshold for the category checked above.

Signature

Date

Name of Firm (print)

Name and Title (print)

Address

Phone Number

Email

END OF FORM No. 2B

PROPOSER: _____

SFMTA SBE FORM No. 3

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR
CONSULTANTS

NONDISCRIMINATION REQUIREMENTS

Professional or Technical Services

1. Please complete and return the attached Nondiscrimination Questionnaire, Workforce Data forms and Participation Form with a copy of your entire proposal directly to the awarding Department.
2. Please complete the questionnaire for the office that will ultimately perform the project work.
3. The questionnaire must be completed by:
 - a. All prime consultants
 - b. All joint venture partners and subconsultants
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, SFMTA will not consider your proposal. For firms selected as finalists, all SBEs participating in the project must be certified prior to contract award.

**SFMTA FORM No. 3
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR
CONSULTANTS**

NOTE: The term "minority" refers to the following groups: American Indian or Alaskan Native, Asian or Pacific Islander, African-American, Filipino, and Hispanic.

(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):

Street

City

State

Zip Code

1. Name, title, telephone number of company official at the establishment who is responsible for recruitment 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.)

4. Describe briefly how employees at various levels are hired (see Workforce Breakdown #8).
 - A. Technicians and/or others.

B. Support Staff (accounting, reception, and clerical).

5. Describe in full, Nondiscrimination programs in the past two years. (Consultants may submit one (1) copy of their Nondiscrimination Program directly to SFMTA Contract Compliance Office, One South Van Ness Ave., 3rd Floor, San Francisco, CA 94103, (415) 701-4443.

-- Participation in training programs.

-- Participation in apprenticeship programs.

-- Participation in any summer hire program or own program.

-- Paid educational leave or tuition to improve skills and level.

-- Participation in scholarship fund.

-- Participation in clerical training programs.

-- Participation in "other" programs.

SUBMIT WITH PROPOSAL

6. If minorities and/or women are underutilized explain steps to ensure the firm is not discriminating.

7. Describe joint ventures or subconsulting arrangements in past projects. If there is a company policy on this issue, include it.

8. Complete workforce breakdown. (Separate form, Page SBE-30.)

- 8a. Hires in last 12 months. (Complete separate form, Page SBE-31.)

**SFMTA SBE FORM No. 3
WORKFORCE DATA SPREADSHEET #1**

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.

**SFMTA SBE FORM No. 3
WORKFORCE DATA SPREADSHEET #2**

8a. Hires in 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

END OF FORM No. 3

PROPOSER: _____

SFMTA SBE FORM No. 4

SBE SUBCONSULTANT PARTICIPATION DECLARATION

To be submitted by the prospective prime consultant or subconsultant, as appropriate, to the Contract Compliance Office with its proposal, unless an extension of time is requested and granted.

_____,
(Name and Title of Authorized Prime Consultant Representative)

declares as follows: That contingent upon award of _____,
(Name of Contract)

_____ will award subcontracts to or pursue
(Name of Prime Consultant)

orders with the following Small Business firms (if the firm is a joint venture, you must attach a copy of the joint venture agreement):

Name and Address of SBE	Type of SBE Certification	Lic.#	Gender		Ethnicity	Type of Work (Describe)	% and/or \$ Amount of Contract
			M	F			

Total dollar value of SBE work: \$ _____ = _____ % of SBE Participation
 Total dollar value of Proposal Price \$ _____ 100%

I declare under penalty of perjury under the laws of the State of California, that the above information is true and correct.

Owner or Authorized Representative (Signature)

Date

PROPOSER: _____

SFMTA SBE FORM No. 5

SMALL BUSINESS ENTERPRISE ACKNOWLEDGMENT DECLARATION

Every listed SBE subconsultant or supplier (including lower tier subconsultant) must submit the completed declarations to the Prime Consultant. The Prime Consultant shall submit completed declarations with its proposal to the Contract Compliance Office, unless an extension of time is requested.)

_____ declares that
(Small Business Owner or Authorized Representative and Title)

_____ will award a subcontract in the
(Name of Prime Consultant)

amount of _____ [(%) percent and/or (\$) amount], or a purchase order in the amount of

_____ [(%) percent and/or (\$) amount] of the total value of the

prime contract to _____,
(Name of Small Business Firm).

License No. _____, type of SBE Certification: _____.

Nature of work to be performed by SBE: _____

FORM OF OWNERSHIP FOR SMALL BUSINESS ENTERPRISE

Sole Proprietorship _____ Partnership _____ Joint Venture _____

Corporation _____ Limited Liability Partnership _____ Limited Liability Corporation _____

LIST OWNERS

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Name _____ Ethnicity* _____ Gender _____ % of Ownership _____

Percentage of SBE Stockholders: _____

*Ethnic Codes: AI/AN = American Indian or Alaskan Native, A/PI = Asian or Pacific Islander, B = Black, F = Filipino, H = Hispanic, and W = White.

LIST INSURANCE POLICIES AND BONDING ARRANGEMENTS

Name of Policy _____ Party Insured _____

Name of Policy _____ Party Insured _____

Name of Policy _____ Party Insured _____

For Prime Consultants and Subconsultants Only:

List the firm's annual gross receipts for the last three fiscal years:

20_____ \$ _____, 20_____ \$ _____, 20_____ \$ _____

For Suppliers or Manufacturers Only:

List the number of employees for the last three fiscal years:

20_____ Number _____, 20_____ Number _____, 20_____ Number _____

ADDITIONAL SUBCONTRACTING BY SUBCONSULTANTS:

a. _____ We will not subcontract any portion of work to another subconsultant.

b. _____ We will subcontract _____ [% and/or \$ amount] of our work to _____
(Name of Subconsultant)

Indicate owners' ethnicity and gender _____

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct; and that our firm is a certified SBE as defined under the Municipal Transportation Agency's SBE Program.

Signature

Date

Name of Firm (print)

Name and Title (print)

Address

Phone Number

Email

END OF FORM No. 5

**SFMTA SBE FORM No. 6
PROGRESS PAYMENT REPORT**

To be completed by Consultant and submitted to Project Manager with its monthly progress payment application (transmit and copy to all of the following.)

TRANSMITTAL TO: Project Manager

Copy To: Contract Compliance Office

From: Consultant _____

Date Transmitted: _____

<i>PART 1: Fill in all blanks and check the box below.</i>	
Contract Number: _____	Contract Title: _____
Reporting Period (Month and Year): _____	
Corresponding Progress Payment No.: _____	
<u>Note:</u> The information submitted on Parts 1 and 2 of this form is accurate for the progress payment period immediately preceding that of the current payment application attached herewith.	
1. Amount of Prime Contract	\$ _____
2. Amount of Amendments and Modifications to Date	\$ _____
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2)	\$ _____
4. Amount Invoiced this Reporting Period	\$ _____
5. Total Amount Invoiced to Date as of Last Progress Payment Request (excluding Line 4)	\$ _____
6. Amount of Progress Payment Requested to Date (Line 4 + Line 5)	\$ _____
7. Percent of Contract Completed (Line 6 ÷ Line 3)	_____
8. Reporting Period - From (date): _____	To (date): _____

Consultant, including each joint venture partner, must execute this form.

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name & Title (Print)

Name & Title (Print)

Firm Name

Date

Firm Name

Date

Telephone

Email

Telephone

Email

PROGRESS PAYMENT REPORT

PART 2: Provide complete information in the following table for Consultant, each SBE joint venture partner and all subconsultants. Make copies of this sheet as needed. Attach copies of all invoices from subconsultants supporting the information tabulated on this form and Consultant's invoice and Contract Payment Authorization for the immediately preceding progress payment period.

Note: Failure to submit all required information may lead to partial withholding of progress payments. See 49 CFR Sections 26.29, 26.37.

A Name of Firm (List consultant, including each joint venture partner, and all subconsultants, and indicate if firm is an SBE)	B Description of Work	C Amount of Subcontract or Purchase Order	D Amount of Modifications and Amendments to Date	E Current Contract Amount (C + D)	F Amount Invoiced this Reporting Period	G Total Amount Invoiced as of Last Progress Payment Request	H Percent of Contract Completion [F + G] / E
TOTALS							

END OF FORM No. 6

POST AWARD SUBMITTAL

SFMTA SBE FORM No. 8

DECLARATION – AMENDMENTS OF PROFESSIONAL SERVICE CONTRACTS

This section is to be completed by the prime consultant for all modifications to this contract. All prime consultants, individual joint venture partners, subconsultants and any other vendors participating in the modifications must be listed.

CONTRACT NO.:		CONTRACT MOD NO.:
CONTRACT TITLE:		
ORIGINAL AMOUNT:	\$	SBE GOAL:
CONTRACT MODIFICATION AMOUNT:	\$	
CONSULTANT:		
CONTACT PERSON:		PHONE:
ADDRESS:		
CITY:	STATE:	ZIP CODE:

JV/P/S: Indicate if consultant is Joint Venture Partner, Prime or Sub.

JV/P/S	NAME	SERVICES PERFORMED	% of Total Mod	MODIFICATION AMOUNT	% SBE

I declare, under penalty of perjury under the laws of the State of California, that the information contained on this form is true and correct.	
Owner/Authorized Representative (Signature)	Date
Owner/Authorized Representative (Print)	Title

Information is needed for each firm listed on Page 1 (prime consultants, joint venture partners, subconsultants and suppliers). Firms that have previously worked on City contracts may already have a vendor number. You may enter the vendor or federal I.D. number instead of completing the rest of the information. Use additional

POST AWARD SUBMITTAL

sheets if necessary.

FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	VENDOR NO.
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:		\$ AMOUNT:	
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:		\$ AMOUNT:	
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:		\$ AMOUNT:	
FIRM NAME			
ADDRESS:			
CITY:		<u>FEDERAL I.D. NO.:</u>	
STATE:	ZIP:		
PHONE NO.:	FAX NO.:	ETHNIC OWNERSHIP:	
SERVICE:		\$ AMOUNT:	

ETHNIC OWNERSHIP: Asian, Black, Hispanic, Native American, White, Other.

END FORM No. 8

SFMTA SBE FORM No. 9

CONSULTANT EXIT REPORT AND DECLARATION

To be completed by Consultant, including all joint venture partners if any, with its final progress payment application (transmit and copy to all of the following.)

TRANSMITTAL TO: Project Manager

Copy To: Contract Compliance Office

From: Consultant: _____ **Date Transmitted:** _____

Contract Name: _____ **Contract Number:** _____

Consultant must complete SFMTA SBE Form No. 9, Page 2 and have it executed by all SBE joint venture partners and all subconsultants.

Reporting Date: _____

I/We declare under penalty of perjury under the laws of the State of California, that the information on Page 2 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within thirty (30) days after the date of SFMTA's final payment under the Contract.

Consultant, including each joint venture partner, must execute this form.

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name & Title (Print)

Name & Title (Print)

Firm Name

Date

Firm Name

Date

Telephone

Email

Telephone

Email

POST AWARD SUBMITTAL

Note: Failure to submit all required information may lead to partial withholds of progress payment. See 49 CFR Sections 26.29, 26.37.

Name of Firm (List Consultant, including each joint venture partner, and all subconsultants, and indicate if the firm is a SBE.)	Description of Portion of Work	Amount of Progress Payments Paid to Date	Amount Owning under the Contract including all Change Orders, Amendments and Modifications	Owner/Authorized Representative Signature (Consultant, including each joint venture partner, and all subconsultants)
TOTALS				

END OF FORM No. 9

5. CITY’S STANDARD FORMS

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

A. How to become Eligible to Do Business with the City

Before the City can award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor File Support Division via the San Francisco City Partner website located at <https://sfcitypartner.sfgov.org/>.

1. [Vendor Application Packet](#) (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an e-mail notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the San Francisco City Partner website located at <https://sfcitypartner.sfgov.org/>.

D. Vendor Eligibility Forms

Form	Purpose/Info	Routing
CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)	This declaration is required for City vendors to determine if you are required to obtain a Business Registration Certificate.	https://sfcitypartner.sfgov.org/
Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation (Form CMD-12B-101)	This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and	https://sfcitypartner.sfgov.org/

	assistance, please visit the City Administrator's Contract Monitoring Division Equal Benefits web page.	
Vendor Profile Application	Includes New Vendor Number Request Form and IRS Form W-9.	https://sfcitypartner.sfgov.org/

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/>.

XI.3. APPENDIX C: BONDS

1. PROPOSAL BOND (BID BOND)
2. PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

PROPOSAL BOND (BID BOND)

KNOW ALL PERSONS 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 or proposal for

_____ (Here insert full name, address, and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid or proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid or proposal, 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 PERSONS 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:

Mid-Life Overhaul of the 40’ & 60’ Hybrid Electric Coaches and 60’ Electric Trolley Coaches

Contract No. 2019-xxxxx

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: _____

XI.4. APPENDIX D: NONDISCRIMINATION COMPLIANCE

1. SFMTA QUESTIONNAIRE – NONDISCRIMINATION REQUIREMENTS
2. SFMTA QUESTIONNAIRE – ON RECRUITMENT, HIRING, AND TRAINING PRACTICES

**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, Table 3a. Workforce Data).

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 , Table 3a. Workforce Data.

9. Complete hires in last 12 months, Table 3b. Workforce Data .

3a. Workforce Data

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

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.

XI.5. APPENDIX E: ATTACHMENT

1. Protest Procedures for Federally Assisted Rolling Stock Contracts

ATTACHMENT 1
SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

PROTEST PROCEDURES FOR
FEDERALLY ASSISTED
PROFESSIONAL SERVICES CONTRACTS
REVISED: July 2016

The following procedures apply to the receipt, evaluation and determination of Protests challenging the Selection Process leading to the award of a federally funded contract for professional services:

- 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 other 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 fully explaining the nature of the protest. The Protest shall be submitted by the following deadline:
 - a.** In the case of a sealed bid, no later than ten Days following the date the SFMTA opens the bids, or
 - b.** If the Selection Process requires submission of documents in separate phases (e.g., RFQ/RFP), 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 ten Days after 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 the SFMTA Proposal Documents, with a copy to:
- 5. Protest Review and Determination:** A designated SFMTA staff person will review any Protest to the extent that it does not relate to SBE or 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 its decision. To the extent that a Protest makes claims regarding any other Proposer, the SFMTA may solicit a response(s) from that Proposer before issuing its written determination.

6. DBE- or SBE-Related Protests: To the extent that a Protest involves DBE or SBE requirements, the SFMTA contact person identified in the SFMTA Proposal Documents shall forward a copy of the protest to the Contract Compliance Office (CCO) for review. The CCO shall review DBE or SBE requirements for the project, examine whether the protest has merit, and provide a detailed written analysis of the Protest to the designated SFMTA staff person handling the Protest. The CCO may contact the Protestor or any other Proposer or proposed subcontractor as necessary to investigate the Protest.

Where a Protest concerns whether a bidder has met a DBE or SBE goal or demonstrated good faith efforts in reaching such a goal, the CCO's determination shall be incorporated into the SFMTA staff written determination. When the CCO has determined that a selected Proposer has failed to meet its goal or make required good faith efforts, the procedures in Section V.B.2 of the Agency's DBE or SBE Program shall govern any request for reconsideration from the selected Proposer.

7. 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 staff person issues his or her 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. This Section does not apply to Protests where the appeal is subject to Section V.B.2 of the Agency's DBE or SBE Program in accordance with Section 6.

8. Appeal to FTA: A protestor may appeal a determination of the Director of Transportation to the FTA if the Protest alleges that the SFMTA: (a) failed to have written protest procedures, (b) failed to follow its written protest procedures; or (3) failed to review a Protest when presented an opportunity to do so. FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction. A protest to the FTA must be delivered to the FTA Regional Administrator for Region IX within five Days of the date the protestor receives actual or constructive notice of the SFMTA's final decision. A protestor must exhaust all administrative remedies with the SFMTA before submitting a Protest to the FTA.

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 goods and/or services submitted in response to an invitation for bids (IFB), a request for proposals (RFP), or a statement of qualifications submitted in response to a request for qualifications (RFQ).

Proposal Documents: The IFB, 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.

CITY AND COUNTY OF SAN FRANCISCO

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

VOLUME 2

TECHNICAL SPECIFICATIONS

FOR

**Mid-Life Overhaul of the 40' & 60' Hybrid Electric Coaches
and
60' Electric Trolley Coaches**

CONTRACT PROPOSAL NO. SFMTA-2019-50

FINAL

Revision 0

TABLE OF CONTENTS

1 OVERALL REQUIREMENTS..... 1

1.1 SCOPE OF WORK 1

1.1.1 DEFINITIONS 2

1.1.2 ABBREVIATIONS 4

1.1.3 LEGAL REQUIREMENTS 5

1.2 CONTRACT MEETINGS AND DELIVERABLES 5

1.3 DIMENSIONS REQUIREMENTS 5

1.4 MATERIALS 5

1.5 WORKMANSHIP 5

1.6 UNFORESEEABLE WORK 6

2 BODY 7

2.1 BODY AND UNDERSTRUCTURE 7

2.1.1 EXTERIOR BODY WORK 7

2.1.2 FINISH AND COLOR 7

2.1.3 DECALS AND COACH NUMBERING 8

2.1.4 FENDER SKIRTS AND SPLASH APRONS 8

2.1.5 SERVICE COMPARTMENTS 8

2.1.6 FRONT AND REAR BUMPERS 8

2.2 DOORS 8

2.2.1 ROTARY MASTER DOOR CONTROLLER 9

2.3 BIKE RACK 9

2.4 WINDOWS 9

2.4.1 ANTI-VANDALISM PROVISION 10

2.4.2 EMERGENCY EXITS 10

2.5	ARTICULATED JOINTS	10
3	INTERIOR	11
3.1	FLOOR COVERING	11
3.1.1	STEPS AND STEPWELLS	11
3.2	FRONT END	12
3.3	PASSENGER SEATING	12
3.3.1	ADA SEATING	12
3.4	OPERATOR'S AREA AND CONTROL	12
3.4.1	EMERGENCY ALARM / SILENT ALARM SWITCH (EA SWITCH)	13
3.5	OPERATOR'S PLATFORM	13
3.6	MIRRORS	13
3.6.1	EXTERIOR (AS APPLICABLE)	13
3.6.2	INTERIOR (AS APPLICABLE)	14
3.7	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)	15
3.8	WHEELCHAIR RAMP	16
3.9	SUN SHADES	16
3.10	SECURE DIAGNOSTICS STATION (SDS) CABINET	16
3.11	MODESTY AND LEXAN PANELS	16
3.12	AISLE LIGHT	17
3.13	REAR PANEL	17
4	FURNISHINGS	18
4.1	DESTINATION SIGNS	18
4.1.1	OPERATOR CONTROL UNIT (OCU)	18
4.2	VIDEO SURVEILLANCE CAMERA SYSTEM	18
4.3	MOBILE RADIO	19

4.4	FARE COLLECTION	19
4.5	SIGN REQUIREMENTS	19
4.6	EXTERIOR HEADLIGHT	20
4.7	AUTOMATIC PASSENGER COUNTER	20
4.8	CLIPPER	20
5	CHASSIS.....	21
5.1	SUSPENSION AND AXLES	21
5.1.1	AXLES	21
5.1.2	AIR BAGS AND SHOCK ABSORBERS	21
5.2	STEERING	21
5.2.1	POWER STEERING PUMP, GEAR BOX AND LINKAGE	22
5.2.2	STEERING COLUMN AND STEERING WHEEL	22
5.2.3	STEERING EFFORTS	22
5.2.4	STEERING LINKAGE	22
5.3	BRAKES	22
5.3.1	AIR LINES, VALVES AND AIR TANKS	22
5.3.2	BRAKE COMPONENTS	22
5.4	AIR SYSTEM	23
5.4.1	AIR COMPRESSOR	23
5.4.2	AIR LINES AND FITTINGS	23
5.4.3	AIR TANKS	24
5.4.4	AIR DRYER	24
5.5	FUEL TANK (AS APPLICABLE)	24
5.6	LINES AND PIPING	24
5.6.1	FLUID LINES	25
5.6.2	HYDRAULIC LINES	25

5.6.3	PIPING AND HOSE	25	
5.7	FIRE SAFETY		26
5.8	DEF TANK		26
6	PROPULSION SYSTEM		27
6.1	PROPULSION SYSTEM COMPONENTS		27
6.1.1	ENGINE (AS APPLICABLE)	27	
6.1.2	NOT IN USE	27	
6.1.3	TRACTION MOTOR (AS APPLICABLE)	27	
6.1.4	ENERGY STORAGE SYSTEM (ESS) (AS APPLICABLE)	27	
6.1.5	EXHAUST AFTERTREATMENT SYSTEM (AS APPLICABLE)	28	
6.1.6	ENGINE COMPARTMENT	28	
6.1.7	DIFFERENTIAL (AS APPLICABLE)	28	
6.2	COOLING SYSTEM		28
6.3	DRIVE SHAFT		29
7	ELECTRICAL		30
7.1	BATTERIES		30
7.2	ALTERNATOR / CHARGING SYSTEM		30
7.3	PROGRAMMABLE LOGIC CONTROL (PLC)		30
8	THE CONTRACTOR SHALL PROVIDE OEM CERTIFICATION THAT THE CONTRACTOR'S FIRM IS CAPABLE AND QUALIFIED TO MAKE MODIFICATION CHANGES TO THE PLC PROGRAM. MATERIALS AND OVERALL WORK QUALITY		31
8.1	MATERIALS		31
8.1.1	HAZARDOUS MATERIALS	31	
8.2	OVERALL WORK QUALITY		31
8.2.1	WELDING	32	
8.2.2	MECHANICAL FASTENING	32	
8.2.3	FINISHING	33	

8.2.4 ELECTRICAL 33

8.3 PROOF OF COMPLIANCE WITH CONTRACT 33

9 VEHICLE RECORDS 34

10 WARRANTY 35

10.1 WARRANTY REQUIREMENTS 35

10.2 COMPLETE COACH 35

10.2.1 VOIDING OF WARRANTY 35

10.2.2 CONTRACTOR'S REPRESENTATIVE 36

10.3 DETECTION OF DEFECTS 36

10.4 FLEET DEFECTS 36

10.4.1 CORRECTION OF FLEET DEFECTS 36

10.4.2 FLEET DEFECT REPAIRS 37

10.4.3 CONTRACTOR SUPPLIED PARTS 37

10.4.4 VOIDING OF WARRANTY PROVISIONS 37

10.5 REPAIR PROCEDURES 37

10.5.1 PARTS USED 37

10.5.2 DEFECTIVE PARTS RETURN 38

10.5.3 REIMBURSEMENT FOR LABOR 38

10.5.4 REIMBURSEMENT FOR PARTS, TOWING 38

10.5.5 WARRANTY AFTER REPLACEMENT OR REPAIRS 38

10.5.6 FAILURE ANALYSIS 38

11 QUALITY ASSURANCE 39

11.1 CONTRACTOR QUALITY ASSURANCE 39

11.2 DEPARTURE INSPECTION 39

11.3 RESIDENT INSPECTOR 39

11.4 COMPLIANCE DEMONSTRATION 39

11.5	FIRST ARTICLE INSPECTIoN (FAI) COACH	40
11.5.1	FIRST ARTICLE CERTIFICATIONS SUBMITTALS	40
11.6	TESTING	40
11.6.1	PRE-DELIVERY TESTS	40
11.6.2	POST-DELIVERY TESTS	42
11.6.3	SERVICEABILITY TEST	42
11.7	PRODUCTION COACHES	42
11.8	STANDARDS	42
11.9	PURCHASING AND MANUFACTURING CONTROL	42
12	DELIVERY SCHEDULE	43
12.1	PREFERRED DELIVERY SCHEDULE	43
12.2	PROPOSED DELIVERY SCHEDULE	44
12.3	COACH DELIVERY	44
13	ATTACHMENTS	45
13.1	ATTACHMENT 1: ORIGINAL OEM SPECIFICATIONS	45
13.2	ATTACHMENT 2: DECAL LIST AND STANDARDS	1
13.3	ATTACHMENT 3: SFMTA EXTERIOR COLOR SCHEME	2
13.4	ATTACHMENT 4: MATERIALS, COLORS, FINISHES	1
13.5	ATTACHMENT 5: NOT IN USE	1
13.6	ATTACHMENT 6: CAMERA CONFIGURATION	1
13.7	ATTACHMENT 7: ALLISON SPECIFIC OVERHAUL REFERENCE DOCUMENT	7
13.8	ATTACHMENT 8: BAE SPECIFIC OVERHAUL PROCEDURES	1
13.9	ATTACHMENT 9: KIEPE SPECIFIC OVERHAUL PROCEDURES	1
13.10	ATTACHMENT 10: SEATING CONFIGURATION	1

40-ft Hybrid seating and stanchion layout 1

<i>60-ft Hybrid Seating and Stanchion layout</i>	2	
<i>60-ft Trolley seat and Stanchion Layout</i>	3	
13.11	ATTACHMENT 11: COACH OVERHAUL MATRIX	1
13.12	ATTACHMENT 12: DO NOT STAND EXIT AREA FLOORING DECAL	1
13.13	ATTACHMENT 13: SIDE CONSOLE LAYOUT	1
13.14	ATTACHMENT 14: ENTRANCE DOOR MIRROR	1

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

1 OVERALL REQUIREMENTS

1.1 SCOPE OF WORK

These specifications detail the technical requirements for the mid-life rehabilitation of 331 New Flyer Hybrid and Electric Trolley Coaches ("Coaches") of the San Francisco Municipal Transportation Agency (SFMTA). The New Flyer Coaches are comprised of 40-foot or 60-foot low-floor design buses with a stainless-steel structure and hybrid or electric trolley propulsion. The designated buses shall be overhauled in accordance with the requirements detailed in this Technical Specification. The New Flyer Coaches would be overhauled from Sales Release number (SR) 1707, 1709, 1794, 1849, 1907, 1955, 1961, 1962, 1963, and 1964 for a total of 331 buses.

The Contractor shall be responsible for all transportation costs, materials and labor, unless specifically noted. The scope of work includes the following areas and systems of the Buses:

- Body and Understructure Repair/Reinforcement
- Paint Scheme
- Door System
- Interior/Flooring
- Operator's Area
- Heating, Ventilation, and Air Conditioning (HVAC)
- Seating Layout, Wheelchair Securement and Stanchions Retrofit
- Electronic Equipment (destination signs, surveillance cameras)
- Suspension System
- Pneumatic System
- Fuel System
- Lines and Piping
- Propulsion System
 - Traction Motor
 - Hybrid Drive System
 - Engine System
 - Energy Storage System (ESS)
- Cooling System
- Electrical (batteries/alternator/roof traction container/roof auxiliary container)
- Wheelchair Ramp

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

SFMTA's Inspection Team will perform a Pre-Departure Inspection of all Coaches prior to being picked-up by the Contractor for rehabilitation. The Contractor will be responsible for confirming and verifying the Vehicle's condition against the Pre-Departure Inspection Report. Any damages incurred during transportation shall be the responsibility of the Contractor and shall be repaired at the Contractor's expense.

Prior to delivery of Coaches back to SFMTA, the Contractor shall ensure that the engine oil, transmission oil, wheelchair lift fluid, power steering fluid, and engine coolant are topped-off to the correct amount. The Contractor shall use the same grade/rating of fluids that SFMTA currently uses at the shop floor. The Contractor shall verify fluid compatibility with SFMTA maintenance during the design review.

1.1.1 DEFINITIONS

The following are definitions of special terms used in the Technical Specifications:

ADA - The Americans with Disabilities Act of 1990 and its implementing regulations, including 49 CFR Part 38.

Coach - One of the New Flyer hybrid or electric trolley coaches to be repaired under this Agreement. The terms Bus, Coach and Vehicle are used interchangeably.

Day - A calendar day.

Defect(s) - Patent or latent malfunctions or failure in manufacture or design of any component or subsystem.

Design Review - This is a series of meetings between SFMTA and the Contractor to review any technical or contractual clarifications required to assure that the completed Vehicles will comply with SFMTA specifications. These meetings will also allow the SFMTA and the Contractor to exchange existing documents and specification data to further clarify the designs.

First Article Coach - The first Coach for each SR completed the rehabilitation process and used to verify that the work completed by the Contractor is in compliance with the contractual requirements.

Gross Load - 150 pounds for every designed passenger seating position, for the operator, and for each 1.5 square feet of free floor space.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

GVW (Gross Vehicle Weight) - Curb Weight plus gross load.

GVWR (Gross Vehicle Weight Rated) - The maximum total weight, as determined by the Vehicle manufacturer, at which the Vehicle can be safely and reliably operated for its intended purpose. The GVWR shall be greater than or equal to GVW.

HVAC (Heating, Ventilation and Air Conditioning) - The on-board system that provides the operator and passenger's temperature comfort within the Coach.

Maintenance Personnel Skill Levels - Definitions of maintenance personnel skill levels are listed below:

- a) 5M: Specialist Mechanic or Class A Mechanic Leader
- b) 4M: Journeyman or Class A Mechanic
- c) 3M: Service Mechanic or Class B Servicer
- d) 2M: Mechanic Helper or Coach Servicer
- e) 1M: Cleaner, Fueler, Oiler, Hostler, or Shifter
- f) 3E: Assistant Supervising Electronics Maintenance Technician
- g) 2E: Electronics Maintenance Technician
- h) 1E: Assistant Electronics Maintenance Technician

Propulsion System - System that provides propulsion for the Vehicle in an amount proportional to what the driver commands.

Related Defect(s) - Damages inflicted on any component or subsystem as a direct result of a Defect.

Remove and Replace - This phrase as used in these Specifications requires the Contractor to clean, paint, lubricate and in general refurbish components that are required to be Removed and Replaced. Damaged parts shall be replaced with new parts.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

SR - Sales Release. New Flyer assigns an SR identifying number to each order. The Buses included in this overhaul consist of SR-1707, 1709, 1794, 1849, 1907, 1955, 1961, 1962, 1963, and 1964.

Seated Load - 150 pounds for every designed passenger seating position and for the operator.

Standee Line - A line marked across the Coach aisle in line with the front curbside modesty panel to designate the forward area, which passengers may not occupy when the Coach is moving.

Unforeseeable Work - Latent conditions in the Coach that differ materially from the Scope of Work as identified in the Technical Provisions and that are generally recognized as inherent in work of the character provided for under this Contract.

Wheelchair - Mobility aid belonging to any class of three or four-wheel devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.

Working Day - All 24-hour periods beginning and ending at midnight, Monday through Friday inclusive.

1.1.2 ABBREVIATIONS

The following is a list of abbreviations used in the Technical Specifications:

<u>ANSI</u>	American National Standards Institute
<u>ASTM</u>	American Society for Testing and Materials
<u>ATG</u>	Autotechnik GmbH
<u>AWS</u>	American Welding Society
<u>CAC</u>	Charge Air Cooler
<u>CARB</u>	California Air Resources Board
<u>EPA</u>	Environmental Protection Agency
<u>ESS</u>	Energy Storage System
<u>FMVSS</u>	Federal Motor Vehicle Safety Standards
<u>HVAC</u>	Heating, Ventilation and Air Conditioning
<u>JIC</u>	Joint Industrial Council
<u>LED</u>	Light Emitting Diode
<u>MSDS</u>	Material Safety Data Sheets
<u>NF</u>	New Flyer
<u>OCU</u>	Operator Control Unit
<u>OEM</u>	Original Equipment Manufacturer
<u>PCB</u>	Polychlorinated Biphenyls

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

<u>P/N</u>	Part Number
<u>PSI</u>	Pounds per Square Inch
<u>PVC</u>	Polyvinyl Chloride
<u>SAE</u>	Society of Automotive Engineers
<u>SDS</u>	Secure Diagnostics Station
<u>SFMTA</u>	San Francisco Municipal Transportation Agency
<u>TOLE</u>	Transit-Only Lane Enforcement
<u>VOC</u>	Volatile Organic Compounds

1.1.3 LEGAL REQUIREMENTS

The Coaches and equipment must comply with all applicable FMVSS, federal, state, and local regulations. Local regulations are defined as those below the state level. In the event of any conflict between the requirements of these specifications and any applicable legal requirement, the legal requirement shall prevail.

1.2 CONTRACT MEETINGS AND DELIVERABLES

The Contractor shall participate in one Pre-Production meeting, for the purpose of resolving design issues and a three stage Design Review, which consists of an Initial Design Review, a Follow-Up Design Review, and a Final Design Review. At these meetings, the Contractor shall provide sufficient information to define the proposed remanufacturing processes and procedures, present qualifications for proposed subcontractors and present design proposals for the new systems specified. All materials to be reviewed at each pre-production meeting must be provided to SFMTA for review a minimum of three working days prior to the meeting. The process shall result in the production of a Pilot Bus which will undergo a First Article Inspection (FAI) to ensure full compliance to the Technical Specification, drawings and SFMTA Approvals and serve as the baseline design configuration for production.

1.3 DIMENSIONS REQUIREMENTS

The Contractor shall not alter the exterior dimensions without SFMTA approval. The Contractor shall refer to the original Technical Worksheet submittal from the manufacturer when the Coach was purchased (Reference, ATTACHMENT 1: ORIGINAL OEM SPECIFICATIONS).

1.4 MATERIALS

All materials used in construction of the Coach and all its parts shall conform in all respects to American Society of Testing Materials (ASTM), Society of Automotive Engineers (SAE), and industry recognized standards. Materials used shall be duplicated in manufacture, design, and construction on each Coach. All removed materials shall be disposed in compliance with the federal, state and local regulations.

The Contractor shall return the removed and salvageable parts from the Vehicles at no additional cost.

1.5 WORKMANSHIP

The Vehicles shall be repaired with new parts and components meeting or exceeding OEM specifications. Workmanship and construction shall be of the best grade and shall conform in all respects to the best practices in the industry. Welding procedures, welding materials, and qualifications of welding operators shall be in accordance with the standards of the ASTM and the AWS.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The Contractor shall provide certifications from subsystem manufacturers that the Contractor is certified/authorized to perform such installations.

1.6 UNFORESEEABLE WORK

Due to the nature of the work, it is extremely difficult to predict and budget the total amount of the replacement work for damage that may not be visible. The Coaches being overhauled in this program may require repairs beyond the scope of this Technical Specification. To the greatest extent practical, repairs to be tagged as Unforeseeable Work shall be identified at the Departure Inspection prior to transferring the Coach to the Contractor. It is the responsibility of the Contractor to inform the SFMTA of any work that it considers to be Unforeseeable Work during the Receiving Inspection or during the overhaul of the vehicle at the Contractor's facility. Unforeseeable Work shall be negotiated according to the provisions of Section 3.3 (Compensation) of the Sample Agreement. The Contractor shall obtain approval from SFMTA before proceeding with the repair of Unforeseeable Work on each Vehicle. Photo documentation is required prior to repairs being performed on all Unforeseeable Work; Contractor must have email attachment capability.

SFMTA reserves the right to supply the Contractor with any replacement components for any repairs negotiated as Unforeseeable Work.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

2 BODY

2.1 BODY AND UNDERSTRUCTURE

The understructure is to be pressure cleaned and carefully examined and inspected at the contractor's facility prior to work being performed. The Contractor shall provide SFMTA an Inspection Procedure and Report that shows the locations in the understructure where thickness measurements were measured, and the method used to determine the thickness. Any broken welds and/or cracks shall be repaired conforming to the best practices known in the transit industry and adhering to relevant standards such as AWS and SAE. Any structural components having more than 25 percent of the material thickness eaten away by corrosion shall be properly reinforced.

The Contractor shall document and present dye penetrant or ultrasound testing results to SFMTA personnel prior to applying undercoating to the entire understructure. Test results, thickness measurements, and necessary structural repairs shall be documented in the coach history book. All structural repairs shall be quoted as Unforeseeable Work (Reference, Section 1.6 UNFORESEEABLE WORK).

2.1.1 EXTERIOR BODY WORK

The body of the Vehicle shall be thoroughly inspected for any damages. Rusted through holes shall be repaired by removing the rusted materials to clean metal and replacing the lost metal by welding patches of materials that match the parent materials of the part being repaired.

Since the exterior body damage in each Vehicle varies, any exterior body repair work and labor hours shall be documented and quoted as Exterior Body Work according to the provisions of Section 3.3 of the Sample Agreement. The Contractor shall provide photo documentation and obtain approval from SFMTA before proceeding with the repair of Exterior Body Work for each Vehicle. Exterior Body Work shall be negotiated according to the provisions of Section 3.3 (Compensation) of the Sample Agreement.

The Contractor shall detail the exterior of the Vehicle before returning the Coach to SFMTA.

2.1.2 FINISH AND COLOR

The Coach exterior and attached components shall be repainted. Colors and Paint Specifications are given in ATTACHMENT 3: SFMTA EXTERIOR COLOR SCHEME and ATTACHMENT 4: MATERIALS, COLORS, FINISHES.

All exterior surfaces shall be smooth and free of visible fasteners, wrinkles and dents. Exterior surfaces shall be properly prepared as required by the paint system supplier prior to application of paint to assure a proper bond between the basic surface and successive coats of original paint for the service life of the Coach. Paint thickness measurements and pull tests will be performed according to the paint suppliers' procedures with equipment provided by the Contractor. Body filler materials may be used for surface dressing but must not exceed the thickness recommended by the supplier and may not be used for repair of damaged or improperly fitted panels.

The Vehicle body shall go through a three-stage paint process: Primer Coating, Base Coating (color), and Clear Coating (graffiti resistant). The exterior primer shall be PPG Deltron or Approved Equal. The exterior Base Coating and Clear Coating shall be painted with lead-free PPG Delfleet 2.7 VOC or approved equal. ATTACHMENT 4: MATERIALS, COLORS, FINISHES for color code. All paint used shall be lead-free. All paint shall be applied in a smooth even fashion and shall be free of runs, orange peel, dry spots, dirt, or other defects.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

Anti-skid material applied to the roof of the buses as well as roof mounted equipment shall be removed in preparation for painting and replaced with new. Anti-skid material shall meet or exceed OEM specifications and cover a similar area of the step areas of the roof.

2.1.3 DECALS AND COACH NUMBERING

The Contractor shall supply and apply decals onto the Coach without altering the original Coach numbering scheme. All signage locations shall be in compliance with ADA requirements and shall be approved by SFMTA.

All decals shall be 3M or approved equal and the materials shall be graffiti protective coated with a minimum of 2 mil thickness. A list of interior and exterior decals is provided for reference in ATTACHMENT 2: DECAL LIST AND STANDARDS and SFMTA strongly recommends that the Contractor compare and validate the type and application of decals to ensure consistency with our existing fleet.

2.1.4 FENDER SKIRTS AND SPLASH APRONS

The Contractor shall inspect the fender skirts and splash aprons for damage on each Vehicle. The Contractor shall inspect the S-1 Gard installed at the fore of the center (if applicable) and rear curbside wheels of the Coach for damage. Any damaged fender skirts, splash aprons, or S-1 Gards shall be Removed and Replaced.

All replacement work shall be documented as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

2.1.5 SERVICE COMPARTMENTS

The gas struts, in all service compartments including the supports for the driver's electronics compartment shall be replaced. Any other repair/replacement work shall be documented and repaired as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK). All replaced parts shall be painted to match the color scheme.

2.1.6 FRONT AND REAR BUMPERS

The contractor shall ensure the bumper is free of any damages (dented and bent). Remove and Replace with new bumper if beyond repair. Bumpers shall be Romeo Rim High Energy Level Polymer or approved equal and bumpers shall wrap around the Coach per the original OEM specification (Reference, ATTACHMENT 1: ORIGINAL OEM SPECIFICATIONS). The front bumper shall be compatible with the installation of a 3-position Byk-Rak bicycle rack (Reference, Section 2.3, BIKE RACK).

2.2 DOORS

The Contractor shall Remove and Replace door motor base plates. The Contractor shall Remove and Replace with new track rollers, bushings, washers, pivots and bearings for upper and lower tracks.

The Contractor shall Remove and Replace all door sensors, connecting rods, rod end bearings, upper door shaft pivot bearings, door panel top seal assembly, door panel bottom seal assembly, door panel pocket seals, and solenoid valves. The sensitive edge system shall have its door edge, transfer tube, pressure wave switch, and mechanical limit switches Removed and Replaced.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The Contractor shall rebuild the existing electric door motor driving mechanisms according to the procedures recommended by Vapor.

Coaches with pneumatic operated doors shall be upgraded to an electric door system, subject to SFMTA approval during the design review (see ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches).

The Contractor shall check all valve fittings for air leaks and adjust door panels by following the procedure in the OEM service manual.

It is the Contractor's responsibility to verify that the door operations are in adjustment and in proper working condition after Removing and Replacing all door components in this Section.

Any other damaged/Defective parts in the interior shall be documented and the repairs shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

The contractor shall propose a door pinch mitigation plan during the design review.

2.2.1 ROTARY MASTER DOOR CONTROLLER

The existing 5-positioned rotary master door controller shall have its handle Removed and Replaced with an extended door handle (NF P/N 106847). The Contractor shall Remove and Replace the snap action switches (NF P/N 6304386, NF P/N 6305089) in the door controller assembly.

2.3 BIKE RACK

The bike rack at the front bumper shall be Removed and Replaced with a 3-position Byk-Rak bicycle rack with extra heavy-duty spring lift assist pivot bracket (Byk Rack P/N B0053DSBAD). The rack hardware shall be torqued appropriately and installed along with durable rubber stops to mitigate rattle noise in both the deployed and stowed positions. The installation shall include a deployment kit to provide the operator with a visual indicator on the vehicle dash panel when the bike rack is deployed. The front bumper will need to be modified and/or replaced with a new bumper in order to accommodate the 3-position Byk-Rak. The contractor shall propose methodology for SFMTA's approval to either modify the front bumper or replace with a new bumper.

2.4 WINDOWS

All windshield and window frame seals and interior rubber seals must be inspected for cracks and damage. The seals must be flexible, in good condition and free of leaks. The window channels shall be cleaned. The windows shall be inspected for damage and replaced as necessary as Unforeseeable Work. The seals shall be lubricated and reinstalled according to New Flyer service manual specifications. The sliding windows shall be tested for proper functionality. All replacement work shall be documented as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

Any replaced windows shall be safety glass of minimum 1/4-inch-thick and conform to the requirements of ANSI Z26.1 Standard for Type AS-3. All passenger windows and door glass shall be 55 percent luminous transmittance. The Operator's side window shall be 76 percent luminous transmittance. Windows over the side destination signs shall not be tinted.

Passenger windows shall have Thermoguard Bluespruce AS2 laminated glazing or approved equal.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The Contractor shall inspect the windshield for damage and replace as necessary (Reference, Section 1.6, UNFORESEEABLE WORK). The windshield shall be laminated safety glass of minimum of 1/4-inch-thick and shall conform to the requirements of ANSI Z26.1-1983 Standard for Type AS-1. The windshield shall be easily replaceable by removing zip-locks from the windshield retaining moldings. Bonded-in-place windshields shall not be used. The glazing material shall have single-density tint. The upper portion of the windshield above the operator's field of view shall have a dark, shaded band with a minimum luminous transmittance of 6 percent when tested according to ASTM D-1003. See ATTACHMENT 4: MATERIALS, COLORS, FINISHES for specifications regarding windows.

2.4.1 ANTI-VANDALISM PROVISION

The Contractor shall apply 1/8-inch thick, scratch resistant, clear panels to all interior passenger windows. These panels shall protect the Coach windows from etching and other forms of vandalism. The protective panels shall be undetectable and capable of being applied to any size or shape window. The protective panels shall be resistant to hexane, naphtha, kerosene, window cleaners, mild soaps, detergents, and graffiti removers. No accumulation of moisture shall be allowed between the surfaces of the original windows and the protective panels. Each protective panel shall be capable of being removed and installed by a single 4M mechanic within three minutes. This anti-vandalism provision shall be approved by SFMTA.

2.4.2 EMERGENCY EXITS

The Contractor shall inspect and test the emergency exit hardware on all side emergency windows. All functional emergency exit latches shall be lubricated and adjusted to ensure reliable operation. The egress window frame assemblies shall be tested for proper functionality of the egress hinges.

Any damaged/defective emergency exit hardware shall be documented and the repairs shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

2.5 ARTICULATED JOINTS

All 60-foot Coaches shall have their articulated joints and mounting chassis structural member thoroughly inspected using die penetrant for cracks, corrosion, structural deficiencies, and any other damage. The contractor will perform all inspection procedures outlined in the ATG and New Flyer service manual. All structural deficiencies shall be corrected using best industry practices or replaced with new parts. All functionally damaged, cracked or corroded parts shall be replaced with new parts. All wear parts, including but not limited to, wear plates, articulation bellows, and flexible hoses run through the articulation section shall be Removed and Replaced. The turntable shall be rebuilt with new bearings and seals. The proportioning valves shall be Removed and Replaced. The hydraulic cylinders shall be Removed and Replaced with rebuilt units. The limit switch shall be replaced, and all hoses shall be replaced between bulkhead termination points.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

3 INTERIOR

The interior panels shall be cleaned and repainted with graffiti-resistant coating and the Coach shall be graffiti-free when delivered back to the SFMTA. Details of this process will be discussed during the design review. The interior trim shall be inspected for damage and repaired or replaced as necessary through Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK). See ATTACHMENT 4: MATERIALS, COLORS, FINISHES for material specification on interior trim.

SFMTA will provide OEM technical information, part numbers and color choices during the design review. Any other damaged/Defective parts in the interior shall be documented and the repairs shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

The Contractor shall detail the interior of the Vehicle before returning the Coach to SFMTA.

3.1 FLOOR COVERING

The floor shall be Removed and Replaced with no less than 0.10-inch thick nonskid material, Altro Transflor Figura TFFG2704F "Rocket", or approved equal, that remains effective in all weather conditions and complies with all ADA requirements. The floor covering, as well as the transition of flooring material to the center aisle and to the entrance/exit areas, shall be smooth and present no tripping hazards (Reference ATTACHMENT 4: MATERIALS, COLORS, FINISHES).

The flooring at the exit door area shall include "Do not stand" warning decal embedded to the flooring material. (Reference ATTACHMENT 12: DO NOT STAND EXIT AREA FLOORING DECAL)

The standee line, made from Altro TFM2729 "Safety Yellow" Speckled Material or an approved equal, shall be at least two inches wide and shall extend across the Coach aisle 18 inches behind the turn of the corner at the forward edge of the wheel well; and at the exit door(s) area in line with the inward edge of the opened door(s). This line shall be the same yellow color as the edge of the entrance/exit areas. The color shall be consistent throughout the floor covering.

If the subfloor is damaged or rotten and requires replacement, the Contractor shall replace the damaged subfloor section. There are two types of subfloor materials used; Marine Grade pressure treated plywood and composite material. The Contractor shall replace the subfloor to match what was originally provided in the Bus. The replacement of the subfloor shall be documented, and the repairs shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

The Contractor shall clean the floor as required to remove any odor or slippery coating prior to Bus delivery.

3.1.1 STEPS AND STEPWELLS

All step treads shall be covered with nonskid rubber material that shall remain effective in all weather conditions. The edge of the vestibule floor tread shall have a bright, contrasting yellow band, made from Altro TFM2729 "Safety Yellow" Speckled Material or an approved equal, no less than two inches wide on the full width of the opening. Vertical wall of each step shall embed with black and yellow warning decal (Reference ATTACHMENT 2: DECAL LIST AND STANDARDS). The color shall be permanently blended into the floor covering material (Reference ATTACHMENT 4: MATERIALS, COLORS, FINISHES).

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

Due to the frequency of maintenance in the stepwell area, Contractor shall use stainless screws at the lip of the last step instead of rivets.

3.2 FRONT END

The Contractor shall ensure that the metal dash panels be vinyl coated or painted and finished to the quality described in 2.1.2 FINISH AND COLOR. Plastic dash panels shall be reinforced as necessary, resistant to age discoloration and cracking, vandal resistant, and easily replaceable. All colored, painted, and plated parts forward of the operator's barrier and below the upper daylight opening shall be finished with Black N3472 paint (with flattener) or an approved equal that matches or coordinates with the Coach interior.

See ATTACHMENT 4: MATERIALS, COLORS, FINISHES for color specification regarding the front end.

3.3 PASSENGER SEATING

The Contractor shall Remove and Replace all passenger seating with USSC Aries cosmetic inserts. All inserts shall be color blue. Priority seats and Stroller parking seat shall use color blue with appropriate stencil according to ATTACHMENT 2: DECAL LIST AND STANDARDS. The seating layout shall be revised if necessary, to match the seating layout provided in ATTACHMENT 10: SEATING CONFIGURATION and ATTACHMENT 4: MATERIALS, COLORS, FINISHES. The Contractor shall also be responsible for the necessary updates to stanchions, grab straps, stop request switches, and replace ceiling panels to accommodate the new seating layout. The Contractor shall remove black nylon grab strap and replace with Bentech SH-21-TP fix Grab strap. There shall be 24 evenly spaced grab straps on the 40-ft and 60-ft buses. The Contractor will work with SFMTA during the design review to determine the location of the grab straps and stanchions. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

3.3.1 ADA SEATING

The rearward wheelchair securement shall be removed. The Contractor shall propose a plan to mitigate rattle noise when the wheelchair area foldup seats are in the stowed position, without the need for straps or tie downs.

The Contractor shall remove all American Seating Reliant wheelchair securement and replace with USSC Q-pod 3-point securement on the wheelchair securement area, reference in ATTACHMENT 10: SEATING CONFIGURATION.

3.4 OPERATOR'S AREA AND CONTROL

The Operator's Seat shall be Removed and Replaced with a USSC Group 9100ALX or approved equal. The Operator's Seat upholstery shall be black vinyl and no cloth. The seat shall be supplied with an orange seat belt and lap belt assemblies. The seat shall be easily removable from the Coach for service or repair. A height adjustable headrest shall be supplied and shall not be able to be removed by Operators. However, it shall be easily removed and installed by a mechanic with proper tools.

The Contractor shall relocate the seatbelt retractor from the left side of the Operator's seat to the right side. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The Contractor shall Remove and Replace the accelerator (Allison: NF P/N 6389490, BAE: NF P/N 6389179, Trolley: NF P/N 6388969) and brake (NF P/N 6351583) treadles with new parts. The overshoe rubber parts (NF P/N 6390278 and NF P/N 6388966) shall be Removed and Replaced with new parts.

The Contractor shall re-torque or add sound absorption materials to the modesty panels behind the Operator seat on all Vehicles. The intention is to mitigate the rattling noise between the panels and provide a better driving environment. The Contractor shall provide a rattle mitigation proposal during the design review to SFMTA.

The Contractor shall standardize the operator side console switch panel for hybrid Coaches. All Allison hybrid Coaches shall match the side console configuration from SR-2116 (NF decal P/N 633553). All BAE coaches shall match the side console configuration from SR-2117 (NF decal P/N 669374). The Silent Alarm on all the Trolley coaches shall be relocated next to the door controller. See ATTACHMENT 13: SIDE CONSOLE LAYOUT. These changes shall be finalized during the design review.

The Contractor shall Remove and Replace the control panel switches. The shift selector shall be removed and replaced with new shift selector. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

The front dash shall be thoroughly cleaned. Buses that do not have an LCD dash panel currently installed shall be upgraded to a touch screen LCD IP cluster (40-ft hybrid: NF P/N 517431, 60-ft hybrid and trolley: NF P/N 573717), subject to SFMTA approval during the design review. This modification will require Vansco reprogramming. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

The Contractor shall remove and replaced with new adjustable pedal.

3.4.1 EMERGENCY ALARM / SILENT ALARM SWITCH (EA SWITCH)

The Contractor shall remove the existing EA switch from the Operator side console and replace with new EA switch (NF P/N 651002).

3.5 OPERATOR'S PLATFORM

The Contractor shall Remove and Replace the floor covering on the vertical and horizontal surfaces of the operator's platform. The floor covering shall be Altro Transflor Figura TFFG2704F "Rocket" or approved equal.

See ATTACHMENT 4: MATERIALS, COLORS, FINISHES for floor covering specification.

3.6 MIRRORS

3.6.1 EXTERIOR (AS APPLICABLE)

The Contractor shall standardize the fleet's exterior rearview mirrors on each side of the Coach. The coaches with low-mount streetside exterior rearview mirror will be removed and replaced with Safe Fleet high-mount mirror. A tapping plate shall be added to the structure of the bus for mounting the new streetside rearview mirror. The placement of the remounted mirrors is subject to SFMTA approval in the

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

design review process. Both mirrors shall be mounted on swivel arms no less than 78 inches above the street surface. The mirror mounts shall be torqued to OEM specification. Both mirrors shall be Safe Fleet 8" x 15", 2/1 (upper portion is flat, bottom is convex) or approved equal. Both the upper and lower mirrors on both the Streetside and Curbside shall be remote adjustable. The mirrors shall be separately adjustable and replaceable. The mirrors shall permit the operator to view along both sides of the Coach, including the rear wheels. The exterior rearview mirrors should have turn signals embedded into the mirror lens.

Mirrors shall be firmly attached to the Coach to prevent vibration and loss of adjustment, but not so firmly attached that the Coach or its structure is damaged if the mirror is struck. The mirrors shall retract or fold sufficiently to allow Coach-washing operations. The Contractor shall propose a rattle mitigation plan for the exterior mirrors, subject to SFMTA approval in the design review process. All exterior mirrors electrical wiring shall utilize Quick Disconnect Connectors located as close as possible to the mirror for ease of maintenance. The mirrors shall be mounted on spring-loaded brackets and be guarded from hitting the Coach sides in the retracted position. Mounting arms shall not protrude beyond the outside mirror edge. The mirrors, mirror bracket construction, mounting location and installation shall be approved by SFMTA.

See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

3.6.2 INTERIOR (AS APPLICABLE)

The Contractor shall Remove and Replace the convex driver's rear-view mirror to a flat mirror (P/N Safe Fleet Bus and Rail A1706NF). See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

The stepwell mirrors shall be inspected for damage. The recommendation to replace stepwell mirrors shall be documented and negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE

WORK).

Rear view mirrors shall be provided and arranged so that the operator can observe passengers throughout the Coach without leaving the operator's seat and without shoulder movement. With a full standee load, including standees in the vestibule, the operator shall be able to observe passengers anywhere in the aisles, and in the rear seats. Interior mirrors shall not be in the line of sight of the exterior curbside mirror. Mountings shall resist flexing, vibration, and vandalism.

Interior observation shall be accomplished by a swivel-mounted flat rear-view mirror measuring 8 inches by 15 inches which is to be attached above and to the right of the operator's head. The locations of mirror mountings shall be approved by SFMTA, including assurance the step well mirror does not encroach upon passenger doors during access/egress.

The Contractor shall add a Front Stepwell mirror (NF P/N 268393) onto the ceiling panel of all hybrid coaches. See 13.14 ATTACHMENT 14: ENTRANCE DOOR MIRROR for installation location.

3.7 HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

The Contractor shall inspect the heating system on all hybrid Coaches. The Contractor shall clean the battery pack cooling condenser for all Allison hybrid Coaches. If Contractor believes that any repairs are warranted, the condition shall be documented and the repair work shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

The Contractor shall clean the HVAC condensers and evaporators for all trolley Coaches. The Contractor shall also install a mesh air filter on the upper air intake to prevent dust ingress. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

The Contractor shall also verify that all trolley Coaches have their blower motors rebuilt.

Since the heating and ventilation system condition varies from Coach to Coach, it is the Contractor's responsibility to document any repair or replacement of the EPROM and extra blower motors as Unforeseeable Work. All other component repairs or replacements not mentioned in this subsection shall be documented and negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK). The HVAC system on the Coach shall be in proper working condition at the time of delivery to SFMTA.

The Contractor shall Remove and Replace the liquid line sight glass for the refrigerant fluid gauge.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The Contractor shall replace all flexible hoses with like hoses that meet or exceed OEM specifications and are compatible with SFMTA fluids. Hard pipes shall be inspected for damage and replaced under Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK). In addition, reference Section 5.6, LINES AND PIPING for other flexible (soft) lines replacement requirements.

The Contractor shall add an additional latch to the compartment air intake cover if there are only 2 latches on the cover. The third latch shall be placed between the 2 latches to provide additional securement to the cover and reduce rattling.

3.8 WHEELCHAIR RAMP

The Contractor shall Remove and Replace existing NFI and Lift- U LU-11 wheelchair ramp replaced with a new Lift-U LU-18 Ramp. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches and appropriate part numbers. The Contractor will be responsible for any structural or electrical modifications that are required for the installation of the new Lift-U LU-18 ramp. The Contractor shall test all adjustments to ensure proper operation per Lift-U maintenance manuals after installation into the Coaches. The Contractor shall install Altro Transflor Figure TFFG2704F, Rocket onto the ramp surfaces. The wheelchair ramps on trolley coaches shall be electrically isolated so as to eliminate the possibility of electric shock.

3.9 SUN SHADES

The Contractor shall Remove and Replace the sunscreens over the operator's windshield and the operator's side window with a scissor-type pull down shade composed of mesh screen (perforated) at the upper segment and solid vinyl at the lower segment when the shade is pulled down. The pull-down shade shall have at least 20 inches of travel.

The width of the pull-down shade on the operator's side window shall be 18 inches and not interfere with the viewing of the high mount exterior rearview mirror.

The fixed sun visor on the operator's side window shall be removed.

3.10 SECURE DIAGNOSTICS STATION (SDS) CABINET

The Contractor shall clean the dust and debris out of the SDS cabinet. The Contractor shall also inspect and replace any damaged cables or components. The threaded inserts on the SDS panels shall be Removed and Replaced. The Contractor shall propose a dust ingress mitigation plan for the SDS cabinet.

3.11 MODESTY AND LEXAN PANELS

The Contractor shall Remove and Replace the Lexan panels in the interior of the Coach. The Contractor shall reinstall the Lexan and modesty panels by the exit door(s) by securing it with bolts and rubber grommets. The modesty panel by the exit door(s) shall be modified to reduce pinching hazards; the Contractor shall submit a plan for this modification for SFMTA's approval. The Contractor will ensure that the panels are reinstalled in a manner that ensures rattle free operation. The configuration of these panels shall match the configuration found on SFMTA Coaches from SR-2116 for 60-foot Coaches and SR-2117 for 40-foot Coaches and be responsible for any changes to panels, stanchions, or mounting that may be required. The modesty panels shall be cleaned of graffiti and inspected for irreparable damage. All other component repairs/replacements not mentioned in this subsection shall be documented and negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

3.12 AISLE LIGHT

The Contractor shall add glare shield to the aisle light on the front street side wheel housing. The configuration of these panels shall match the configuration found on SFMTA Coaches from SR-2116 or SR-2117

3.13 REAR PANEL

The Contractor shall remove the existing carpeted upper rear panel and replace with material and color that is the same as the sidewall panel.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

4 FURNISHINGS

The Contractor shall revise existing wiring diagrams, clearly showing the interfacing Bus schematic wiring diagrams for the Destination Signs and Video Surveillance Camera. SFMTA will provide existing documentation during the design reviews.

4.1 DESTINATION SIGNS

The Contractor shall also inspect and replace as necessary (as part of Unforeseeable Work) the front head sign glass seal and ensure that it is water tight. The Contractor shall test all LED signs present in the interior for proper functionality before returning the Coach to SFMTA. The seals shall prevent water intrusion as outlined in Section 11.6.1.2 WATER TEST.

4.1.1 OPERATOR CONTROL UNIT (OCU)

The Contractor shall refurbish and clean the operator control unit. The Contractor shall propose a plan, for review and approval by SFMTA during design review, for adding a backlight to the control unit for increased visibility at night. The Contractor shall also Remove and Replace all push button switches on the control unit.

4.2 VIDEO SURVEILLANCE CAMERA SYSTEM

The Contractor shall change the onboard camera system feed from analog to digital/IP with built in microphone. The changes must be compatible with the existing DTI-Loronix camera system. The camera built-in mic must be capable of recording audio onto the DVR. The Contractor shall also install an uninterrupted power supply for 30 minutes to mitigate hard drive failure.

The Contractor shall inspect the exterior Streetside and Curbside cameras and replace the camera if the seal is not properly preventing water intrusion. This shall be determined during Departure Inspection and shall be included in Unforeseeable Work.

The Contractor shall replace the camera lenses to match the camera layout specification (Reference, ATTACHMENT 6: CAMERA CONFIGURATION). The layout specification for 40-ft coaches shall match SR-2117, while the layout specification for 60-ft Trolleys shall match SR-2129 and the specification for 60-ft Hybrids shall match SR-2116.

The exterior Streetside and Curbside cameras shall have a 4mm lens. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

The aisle camera (CAM 4) shall have its lens changed to 2.8mm on all Coaches. CAM 4 is mounted in the same location on both 40-foot and 60-foot Coaches.

The Contractor shall replace the white TOLE (Transit-Only Lane Enforcement) camera housing to a black housing to reduce glare. The Contractor shall install a pushbutton for the TOLE camera.

The Contractor shall provide 100 spare two terabyte hard drives to SFMTA.

Note: It is the responsibility of the Contractor to complete the rehabilitation without damaging the Drive Cam system.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES****4.3 MOBILE RADIO**

The Coach is equipped with a mobile radio system. The Contractor and SFMTA shall verify the radio system's functionality during the Departure Inspection. The Contractor is responsible for ensuring that the radio system remains fully functional before delivering the Coach back to SFMTA after the overhaul is complete.

The Contractor shall remove the two Motorola antenna and its mounting structure on the roof and properly terminate and secure the antenna harness inside the coach. The contractor shall ensure the roof is properly sealed to prevent water intrusion.

The Contractor shall install a Sierra Wireless AirLink 6-in-1 SharkFin antenna (Sierra Wireless P/N 6001197) onto the antenna pedestal located at the roof of the bus. The mounting location is subject to SFMTA approval during the design review. The wiring for the AirLink antenna shall terminate inside the SDS box at the top, with 10 feet of slack for future connection.

4.4 FARE COLLECTION

The Coach is equipped with a farebox and the SFMTA farebox shop will remove the system's hardware before the Contractor picks up the Vehicle from the SFMTA garage. SFMTA will leave the farebox system cables on the Vehicle. The farebox system cables shall be fully functional when the Contractor delivers the Coaches back to SFMTA.

4.5 SIGN REQUIREMENTS

The internal display sign shall display coordinating text for next stop and other audio announcements. The sign shall meet all ADA requirements for internal signage. The sign shall be a Twin Vision Smart Series 3 Light Emitting Diode (LED) type sign with amber LEDs and no wider than 37.4-inch. Coaches with red LED stop request signs shall be changed to amber LEDs. Messages can be shown streaming or by any of three single frame modes with automatic centering. Speed, delays, and looping shall be programmable. Busy/ready status shall be poll-able. Forced reset capability shall exist.

The internal LED display sign shall be used to display the words "Stop Requested" and shall be visible to passengers. When the passenger chime is activated, it shall remain on until the front or rear door is opened. The internal LED display sign shall also be used to display "Ramp Requested" when the Wheelchair passenger chime is activated.

The interior information sign shall also function as a Stop Requested sign. This stop requested sign message should be automatically mixed with other active messages when applicable. The stop requested message shall be cleared when any of the passenger doors are opened.

The electronic display sign shall function simultaneously with the analog passenger stop request display located on the front sign compartment door.

The two rear interior speakers currently located at the rear bulkhead panel above the rear bench seat on each side shall be relocated to the light panel approximately 6ft forward. The existing holes for the speaker shall be covered with similar rear bulkhead panel material and color. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

4.6 EXTERIOR HEADLIGHT

The contractor shall remove the existing headlight assembly and replaced with all LED headlight assembly (P/N 621840 for curbside and P/N 621841 for streetside).

4.7 AUTOMATIC PASSENGER COUNTER

The Contractor shall remove the existing UTA Automatic Passenger Counter (APC) system and replace it with the IRIS IRMA MATRIX APC System. The contractor shall remove all the harnesses, breakers, sensors, and the analyzer for the UTA system from the bus. The Contractor shall remove the UTA triband antenna on the roof and terminate the antenna harness, label as "NOT IN USE" and secure it at the terminated location. The contractor shall remove all the covers for the APC door sensor harness, remove and replace the modesty panels (reference Section 3.11 MODESTY AND LEXAN PANELS), and plug all the holes after the removal of the harness cover.

The Contractor shall mount the IRIS IRMA MATRIX sensor at the center of each door and the IRMA MATRIX APC ANALYZER inside the Secured Diagnostics Station (SDS Compartment). The sensor location and mounting style is subject to SFMTA approval during the design review

The Contractor is responsible to route the harness from the door sensors to the analyzer, provide 24V power to the analyzer, and J-1708 network shall be used to integrate the IRIS IRMA MATRIX APC system with the SFMTA Radio system for reporting passenger count, GPS location, and time of the count. The Contractor shall test the functionality and demonstrate that the APC is fully functional and reporting counts correctly before delivering the Coach back to SFMTA. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

4.8 CLIPPER

The Contractor shall install a new commercial grade, CAT-6, copper stranded, shielded Ethernet cable and shall run it alongside with the existing Clipper cabling. The existing cabling shall not be removed. The new cable shall be left secured and unterminated from the light panel above each Clipper Passenger Device (PD) to the top of the SDS box and provide an 8-ft of additional wire on each unterminated end for future installation. The additional wire shall be looped and labeled for easy access and identification.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

5 CHASSIS

5.1 SUSPENSION AND AXLES

The existing axles on the Coaches are in fair/good condition, and SFMTA anticipates that a small number of damaged axles will be found. Each Coach requires a proper re-alignment as part of the Vehicle record requirements in Section 9, VEHICLE RECORDS.

The Contractor shall remove the sway bars and install New Flyer Front Air Spring Isolation hardware and software to mitigate sway while the Coach is in motion. The front Air Spring Isolation controls existing kneeling block solenoids to stop transfer of air between bags when the bus is driving. This is accomplished by keeping air in the highly-loaded springs during cornering or sway to resist vehicle roll. The system reopens when the bus is stopped to restore load balance.

5.1.1 AXLES

The rear axles on all trolley Coaches shall be Removed and Replaced with a new MAN HY-1350-F axle with a 4.10:1 ratio (NF P/N 677708).

The Contractor shall Remove and Replace all bearings, bushings, bearing seals, leveling valves, control valves, kingpins including bushings and seals, and radius rods bushings as appropriate on all axles (Reference, Section 1.6, UNFORESEEABLE WORK).

All axles (control arms, housings, stabilizers, etc.) on each Coach shall be thoroughly cleaned of paint and rust and examined and inspected for cracks and damage using magnetic particle testing. If the damage/wear exceeds the OEM tolerance, the damaged component shall be replaced. The axles will then be repainted with an appropriate paint for service under the coaches. The axle replacement work shall be documented and negotiated as Unforeseeable Work under Section 1.6, UNFORESEEABLE WORK.

All axle bump stops should be replaced. All axles that have been replaced shall have a minimum load rating sufficient for the Bus to be loaded to GVWR (Reference, ATTACHMENT 1: ORIGINAL OEM SPECIFICATIONS).

The Contractor shall Remove and Replace the axle assembly on all Trolley Coaches with an upgraded AxleTech differential and axle set, or an equivalent axle and differential assembly from M.A.N.; see Section 6.1.7 DIFFERENTIAL (AS APPLICABLE).

5.1.2 AIR BAGS AND SHOCK ABSORBERS

All active member of the suspension system (air bellows and shock absorbers) shall be replaced with Firestone air bellows (Firestone Model # 1T15L-4), Koni shock absorbers (Koni Model # 90-2517 for front wheels, Koni Model # 90-2518 for center (if applicable) and rear wheels) or approved equal.

The Contractor shall verify that the suspension kneels evenly on both sides in compliance with the OEM standards listed in ATTACHMENT 1: ORIGINAL OEM SPECIFICATIONS, when kneeling is activated.

5.2 STEERING

The Contractor shall perform a full vehicle alignment on the Coaches to OEM standards. The Contractor shall provide SFMTA an alignment procedure for review and an alignment print out for each bus shall be

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

included in the Coach History Book. The outside body cornering radius shall not exceed 528 inches with the Coach at seated load weight, applicable to both 40- and 60-foot length Coaches.

5.2.1 POWER STEERING PUMP, GEAR BOX AND LINKAGE

The Contractor shall Remove and Replace the power steering pump and the steering miter box (NF P/N 200640). The power steering gearbox shall be removed and replaced with new steering gearbox. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches. Any other replacement work shall be documented and negotiated as Unforeseeable Work, under Section 1.6, UNFORESEEABLE WORK.

5.2.2 STEERING COLUMN AND STEERING WHEEL

The Contractor shall Remove and Replace the existing steering wheel with a new steering wheel (NF P/N 064449) on all Coaches.

The steering column and steering shaft U-Joints, bearings & bushings shall be Removed and Replaced according to OEM specifications. In addition, the Contractor shall verify the functionality of the horn button, condition of the horn contact, steering column, steering wheel, and connections to the steering gear. Any other replacement work shall be documented and negotiated as Unforeseeable Work, under Section 1.6, UNFORESEEABLE WORK.

5.2.3 STEERING EFFORTS

The Contractor shall develop a QA procedure/process to ensure that all Vehicles have a consistent turning effort. The Contractor shall determine the average steering torque value of the existing New Flyer fleet and this value should be used as a baseline for all Vehicles during Vehicle inspection.

5.2.4 STEERING LINKAGE

The Contractor shall replace all steering linkages including tie rod, drag link, and steering damper.

5.3 BRAKES

5.3.1 AIR LINES, VALVES AND AIR TANKS

The Contractor shall Remove and Replace all brake control valves on each Vehicle. If other control valves are deemed to be Defective, the repair work shall be documented and negotiated as Unforeseeable Work. Reference Section 1.6, UNFORESEEABLE WORK.

The brake airlines shall be pressure tested and repaired or replaced if found Defective. The air tanks shall be pressure tested and repaired and or replaced if it does not meet OEM Specification. This work shall be documented and negotiated as Unforeseeable Work under Section 1.6, UNFORESEEABLE WORK and Section 5.4.2, AIR LINES AND FITTINGS.

5.3.2 BRAKE COMPONENTS

The Contractor shall remove the MGM E-Stroke brake monitoring system on all hybrid Coaches. The E-stroke shall be maintained on trolleys. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

The Contractor shall Remove and Replace all brake chambers, calipers, rotors, and pads on all Coaches.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The Contractor is not required to perform any other brake re-line or brake components replacement work for the Vehicle. If any brake components are Defective during the Vehicle inspection at the Contractor site, the Contractor shall document the condition and the work shall be negotiated as Unforeseeable Work. Reference Section 1.6, UNFORESEEABLE WORK.

All other work, unless otherwise specified as the Contractor's responsibility, shall be covered under SFMTA's preventative maintenance schedules.

5.4 AIR SYSTEM

The air system shall provide air to the braking system, door system and other pneumatic accessories with reserve capacity. The Contractor shall ensure that all pipes and hoses are not rubbing/chafing other components. The Contractor shall perform a pneumatic system leak down test after final installation.

5.4.1 AIR COMPRESSOR

The Contractor shall remove the existing air compressor and replace it with a new air compressor. For Allison hybrid Coaches, the replacement part is the Wabco HD 30.4, twin cylinder, turbo aspirated air compressor. BAE hybrid Coaches will have a direct coupled air compressor powered by the electric motor installed or a Powerex depending on SR number. Contractor shall provide air into the air compressor from the exterior of the coach for Hybrid buses only. Trolley Coaches will have a Powerex, direct coupled scroll compressor installed. The contractor shall also Remove and Replace the air intake filter. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

5.4.2 AIR LINES AND FITTINGS

All air lines and fittings shall be cleaned, inspected and examined for any damages or leaks. Splices are not allowed in air lines, and any splices found during overhaul shall be removed. All damage work shall be documented and negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK). Any repair work shall follow the following practices. Air system check valves and strainers shall be replaced. Air system pressure transducers shall be tested and verified for proper function.

Air lines, except necessary flexible lines, shall conform to the installation and material requirements of SAE Standard J1149 for copper tubing with standard brass flared or ball-sleeve fittings, or SAE Standard J844 for nylon tubing. The routing shall preclude the nylon tubing from being subjected to temperatures over 200°F. Air lines shall be cleaned and blown out before installation and shall be installed to minimize air leaks. All air lines shall be sloped toward a reservoir and routed to prevent water traps. Nylon tubing shall be installed in accordance with the following standard color-coding:

GREEN	Rear Service Brakes and Supply
RED	Front Service Brakes
BROWN	Parking Brake
YELLOW	Compressor and Governor
BLACK	Accessories
BLUE	Suspension

All air lines shall have supports and clamps replaced with OEM parts and shall be positioned in compliance with the OEM installation. Nylon lines may be grouped and shall be continuously supported at two-foot intervals or less, and prevented from any movement, flexing, tension strain, and vibration.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

Copper lines shall be supported by looms at intervals of no more than five feet to prevent movement, flexing, tension strain, and vibration. Copper lines shall be prevented from touching one another or any component in the Coach. To the extent practicable and before installation, the copper lines shall be pre-formed on a fixture that prevents tube flattening or excessive local strain. Copper lines shall be bent only once at any point, including pre-bending and installation, to avoid fatigue of the tubing.

Flexible hoses shall be as short as practicable and individually supported. They shall not touch one another or any part of the Coach except for the supporting grommets. Flexible lines shall be supported at two-foot intervals or less. Grommets of bulkhead fittings shall protect the air lines at all points where they pass through under structure components.

5.4.3 AIR TANKS

Air tanks shall be cleaned with solvent and drained while left in place on the chassis. Air tanks shall be visually inspected for corrosion and replaced when negotiated as Unforeseeable Work. Relief valves and relief valve O-rings shall be replaced if found to be leaking. Any repair/replacement work shall be documented and negotiated as Unforeseeable Work. (Reference, Section 1.6, UNFORESEEABLE WORK)

5.4.4 AIR DRYER

The air dryer shall be Removed and Replaced with the Graham White "SludgeBreaker" with 24V heater, 12/24V purge control, dryer boost protection, high performance air dryer or approved equal. For hybrid Coaches, the NF P/N of the QBA60NX5 air dryer is TBD. Trolley Coaches will have the QBA15NX5 air dryer installed (NF P/N 558088). See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

5.5 FUEL TANK (AS APPLICABLE)

The Contractor shall clean and examine the outside of the existing fuel tank for any damages/Defects per OEM fuel tank specifications. The Contractor shall replace the fuel tank as Unforeseeable Work if damages are found (Reference, Section 1.6, UNFORESEEABLE WORK). All new fuel tanks shall be constructed of stainless steel with visible manufacturing tags (listing model number and manufacturing date). The Contractor shall also Remove and Replace all primary and secondary fuel filters (Allison: NF P/N 63567854, 6410207) (BAE: NF P/N 6470056, 6410207) regardless of whether the fuel tank is replaced. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

5.6 LINES AND PIPING

All flexible (soft) or non-metal fluid lines excluding nylon air lines but including hydraulic, fuel, air, air conditioning and coolant shall be Removed and Replaced along with their securement clamps for the entire Vehicle from undercarriage to rooftop. Reference Section 5.4.2, AIR LINES AND FITTINGS, 5.6.1, FLUID LINES, 5.6.2, HYDRAULIC LINES and 5.6.3, PIPING AND HOSE for installation guidelines and specifications.

All hard (rigid) metal piping and tubing such as exhaust pipes, air intake pipes, coolant and fuel piping shall be thoroughly inspected for damages or leaks. Leaks that can be corrected by torquing the leaking fitting shall be addressed by the Contractor as part of the scope of work. All damaged, rusted, corroded or badly dented hard rigid piping shall be documented and the repair/replacement work shall be negotiated as Unforeseeable Work unless specified otherwise by SFMTA, reference Section 3.7 HEATING, VENTILATION. Reference Section 5.4.2 AIR LINES AND FITTINGS, 5.6.1 FLUID LINES, 5.6.2 HYDRAULIC LINES and 5.6.3 PIPING AND HOSE for installation guidelines and specifications. To

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

ensure proper mounting, the Contractor shall furnish and install clamps and support as deemed necessary.

Also reference Section 3.7, HEATING, VENTILATION and Section 6.1.1, ENGINE for additional areas.

5.6.1 FLUID LINES

All flexible fuel and oil lines within the engine compartment shall be Removed and Replaced by the Contractor. Specifications for new fluid lines should meet or exceed OEM hose quality specifications. All fuel and oil lines shall be rigidly and independently supported with properly insulated clamps and standoff. All routing, clamping and standoffs shall be installed in such a way as to eliminate any chafing or rubbing. All fuel and oil lines shall be routed or shielded so that failure of a line will not allow fuel or oil to spray or drain onto any component operable above the flash point of the fluid. The existing check valve for the fuel suction line shall be replaced with new check valve. The new check valve shall be installed and tested after fuel filter changes.

Flexible lines shall be Teflon hoses with braided stainless-steel jackets, except in applications where premium hoses are required, and shall have standard SAE or JIC brass or steel reusable swivel end fittings. High-pressure hydraulic lines shall be Aeroquip FC395, Aeroquip FC300, or approved equal.

5.6.2 HYDRAULIC LINES

Hydraulic lines shall be individually and rigidly supported to prevent chafing damage, fatigue failures, and tension strain on the lines and fittings. Specifications for new fluid lines should meet or exceed OEM hose quality specifications. The flexible hydraulic lines in the engine compartment shall be Aeroquip 2807 except where the radii of the lines exceed the performance of the Aeroquip 2807 line. In those instances, Aeroquip FC 350 with replaceable ends will be permitted. Lines of the same size and fittings as those on other piping systems of the Coach, but interchangeable, shall be tagged or marked for use on the hydraulic systems only. It shall not be possible to connect the input lines to the output lines.

The underbody stainless steel lines shall be inspected for proper mounting; they should be rigidly mounted and routed separately from all other lines per the original OEM configuration. Any broken or loose mounting, as well as any damaged or worn stainless steel lines shall be documented and such work shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK). All replacement lines shall be installed in consistent with the existing OEM routing and mounting.

5.6.3 PIPING AND HOSE

All flexible (soft) hoses, in the engine compartment, such as all cooling system hoses, heater hoses, transmission cooler hoses, air intake hoses including hump hoses and metal reinforced hoses for the CAC hoses shall be replaced. The cooling system hoses shall be premium silicone-rubber type and shall be secured with heavy-duty constant torque clamps. Hoses with an outside diameter of one inch or more shall be secured with heavy-duty constant torque clamps as per OEM specification and appropriately tightened.

Stainless steel piping in the cooling system, exhaust system (as applicable) and aluminized steel piping used in the air intake charger system shall be thoroughly inspected for damages, corrosion or rust. All replacement works shall be documented and quoted as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

5.7 FIRE SAFETY

Fire suppression systems shall be inspected for proper functionality. All bottles onboard shall be recertified in accordance with the OEM's 6-year recertification specifications and procedures with appropriate decals and a tag that shall be easily visible without removing the bottle from the coach. The fire suppression nozzles shall be thoroughly cleaned. The agent dispersal system shall be blown out. The nozzles shall be fitted with new dust caps. The backup battery and thermostats will be replaced with new manufactured within one year of installation in the system and verify their function. The electric actuator on fire suppression systems shall be Removed and Replaced. The Contractor shall test the fire suppression system and include the test results with system certifications in the coach history book. Any other replacement works shall be documented and quotes as unforeseeable work (Reference, Section 1.6, UNFORESEEABLE WORK).

5.8 DEF TANK

The Contractor shall clean the exterior of the DEF tank and inspect tank for leakage, replace the DEF tank if leakage found. The Contractor shall inspect the DEF strainer screen for damage and replace if necessary, otherwise clean the strainer per OEM service instruction. All replacement works shall be documented and quoted as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

The Contractor shall remove the entire existing DEF level sender assembly including the filter and O-ring and replace it with the new generation DEF level sender kit, NF P/N 6474379. See ATTACHMENT 11: COACH OVERHAUL MATRIX on all hybrid Coaches

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

6 PROPULSION SYSTEM

6.1 PROPULSION SYSTEM COMPONENTS

The Contractor shall follow OEM recommended propulsion overhaul procedures for Allison, BAE, and Kiepe. Refer to ATTACHMENT 7: ALLISON SPECIFIC OVERHAUL REFERENCE DOCUMENT, ATTACHMENT 8: BAE SPECIFIC OVERHAUL PROCEDURES, and ATTACHMENT 9: KIEPE SPECIFIC OVERHAUL PROCEDURES.

6.1.1 ENGINE (AS APPLICABLE)

The Contractor shall install a new engine per vehicle configuration, See ATTACHMENT 11: COACH OVERHAUL MATRIX on all hybrid Coaches that include all new engine and emissions sensors, wiring harnesses, and a starter assembly. All new engines for BAE hybrids shall be capable of Engine Start/Stop feature. All engines shall comply with all applicable CARB, ARB and EPA regulations. The new engine shall be procured from an authorized Cummins dealer. The engines shall have extended warranty coverage of 5 years/300,000 miles. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

The OEM engine motor mounts shall be Removed and Replaced. The part numbers are front (NF P/N, 499546), and rear (NF P/N 492756). See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

No substitutions are allowed. The Contractor shall Remove and Replace with new exhaust flex pipe and clamps. The Contractor shall utilize the Flex Connector Alignment Tool (NF P/N 6360381) to align the exhaust tubes from the turbo outlet and to the muffler inlet. The Contractor shall also Remove and Replace with new coolant hoses and valves in the engine compartment. Additional requirements for replacing flexible (soft) lines are in Section 5.6, LINES AND PIPING.

For alignment purpose, a fan belt tensioner block is mounted onto the side of the engine. It is the responsibility of the Contractor to ensure that the tensioner block is installed correctly on each Vehicle.

6.1.2 NOT IN USE

6.1.3 TRACTION MOTOR (AS APPLICABLE)

The traction motor and transmission assemblies shall be sent to the motor manufacturer for general overhaul. The Contractor is responsible for replacing motor mounts, insulators, bearings, and any other wear components.

The Contractor shall Remove and Replace the shaft coupling WKI 201, the motor fan, and all flexible ducts in the traction motor and accessories.

The Contractor shall remove the existing traction motor gearbox on all Trolley Coaches and replace it with an upgraded traction motor gearbox with a 2.56:1 gear ratio. The traction motor shaft coupling shall be replaced with an upgraded coupling, subject to review in the design review process. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

6.1.4 ENERGY STORAGE SYSTEM (ESS) (AS APPLICABLE)

The Contractor shall Remove and Replace the ESS with a new 436V LiFePO4 battery with a capacity of 26.1 kWh on trolley Buses. BAE hybrid Buses are to be upgraded to the current 32 kWh battery assembly including any parts required to integrate the new battery tub on the bus. The contractor shall

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

retrieve and return the BAE battery module that was replaced after February 2019 to SFMTA. The replacement date is affixed with a label on the module or SFMTA will provide a list of modules that shall be returned to the SFMTA when the bus is picked up from SFMTA. The ESS of the Allison hybrid Buses are to be removed and replaced with new ESS assembly according to the most recent recommendations from Allison. All new batteries shall be OEM parts. All hybrid Coaches shall have their high voltage cables replaced with new cables. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

6.1.5 EXHAUST AFTERTREATMENT SYSTEM (AS APPLICABLE)

The Contractor shall Remove and Replace the Diesel Particular Filter (DPF), the Selective Catalytic Reduction (SCR) Assembly, the Decomposition Reactor, the SCR Catalyst, the SCR Dosing Supply Unit, and the Nitrous Oxide (NOx) sensors with new parts. Removed DPF units shall be deep cleaned and returned to SFMTA. The exhaust blanket set (as applicable) shall be also Removed and Replaced.

The Contractor shall inspect the exhaust aftertreatment system, if Contractor believes that any repairs are warranted, the condition shall be documented and the repair work shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

6.1.6 ENGINE COMPARTMENT

All gauges in the engine compartment shall be fully tested and functional at the time of Bus delivery. The gauges include transmission oil, engine oil (as applicable), air and coolant (as applicable).

6.1.7 DIFFERENTIAL (AS APPLICABLE)

The Contractor shall take a sample of gear oil from each differential and have it evaluated by an independent laboratory for metal shavings or other evidence of a damaged differential. Oil sample reports shall be presented to the SFMTA Technical Project Manager and Resident Inspector for review. Based on review of the oil samples reports, any/all differentials Removed and Replaced on hybrid coaches shall be considered as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK)..

The Contractor shall Remove and Replace the differential and axle assembly on all Trolley Coaches with an upgraded AxleTech differential and axle set, or an equivalent axle and differential assembly from M.A.N., or approved equal, subject to review in the design review process The Contractor shall work with New Flyer to determine the proper upgraded differential and axle assembly; the differential ratio shall be 4.10:1. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches.

6.2 COOLING SYSTEM

The existing fleets cooling systems consists of EMP MH-4, MH-5, and MH-9 systems. Contractor shall upgrade all EMP MH-9 cooling system to EMP MH-4 or MH-5 depending on the propulsion package, See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches. The Contractor shall inspect the existing EMP MH-4 or MH-5 cooling system for functionality and reliability and inform the SFMTA of any defects found.

There are also additional roof mounting cooling systems (Hybrid Cooling System and Thermo King condenser unit for Allison hybrids and Electronic Cooling Package (ECP) for BAE hybrids) for the propulsion systems. The Contractor shall inspect all propulsion system cooling unit components for function, perform recommended maintenance from the system manufacturer, and clear any debris from

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

the units. Any damage found outside the scope of the overhaul recommendations shall be addressed as Unforeseeable Work. The Contractor shall remove the EMP WEG pump from the BAE ECP and MCP and replace it with Rotron Ametek Pump for BAE propulsion hybrid buses. See ATTACHMENT 11: COACH OVERHAUL MATRIX for applicable Coaches and Part number.

Any coolant catch-pans inside the electronic compartment (SDS box) shall be removed. If needed, the Contractor shall Replace any damaged components with new.

Based on Maintenance experience, there are certain areas where Contractor shall replace the hoses/pipes. Besides these coolant hoses and valves recommended by the OEM service manual, also reference Section 5.6, LINES AND PIPING for all flexible (soft) lines replacement requirements.

6.3 DRIVE SHAFT

The Contractor shall Remove and Replace with a new drive shaft assembly with bolts, bearing strap, locking plates, and universal joints at each end. Refer to the New Flyer OEM service manual for instructions on Removing, Replacing, and inspecting the drive shaft.

The Contractor shall inspect the drive shaft guard plate for damage. If the Contractor believes that any repair or replacement is warranted, the condition shall be documented and the repair work shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES

7 ELECTRICAL

7.1 BATTERIES

Hybrid Coaches shall have their batteries Removed and Replaced with two new 8D AGM/Deka 1450CCA maintenance free batteries from East Penn Batteries. Trolley Coaches shall have their batteries replaced with 4 new Odyssey group 31 maintenance free 1150 CCA batteries. The connections shall be 3/8-inch for the positive post and 3/8-inch for the negative post. Battery cables shall be Removed and Replaced with new cables matching the gauge of the existing cables. The battery cables shall have red heat shrink on the 24-volt positive cable end and light blue heat shrink on the 12-volt positive cable end. Cables shall not lie on top of the batteries and shall be sheathed and wrapped to prevent corrosion.

The Contractor shall inspect the battery tray’s rubber mounts, rollers (on both the battery tray and support tray), pivot mechanism, and rubber/water dust ejector for damage. If the Contractor believes that any repair or replacement is warranted, the condition shall be documented and the repair work shall be negotiated as Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK).

7.2 ALTERNATOR / CHARGING SYSTEM

The Contractor shall Remove and Replace the alternator installed on Allison hybrid coaches with the same alternator model currently being used.

SR	Alternator / Charging System	NF P/N
1707	EMP 450	6393672
1907	Niehoff C803D	542147
1961	Niehoff C803D	542147

BAE APS2, Vanner HBA, and Kiepe static converters are to be inspected per manufacturer recommendations, and any damage addressed under Unforeseeable Work (Reference, Section 1.6, UNFORESEEABLE WORK). See ATTACHMENT 11: COACH OVERHAUL MATRIX for information on alternator replacement.

7.3 PROGRAMMABLE LOGIC CONTROL (PLC)

Each built of the buses has its own unique version of Vansco PLC program. The contractor shall verify with the bus OEM to ensure the latest and greatest version of the PLC program are used to make modification that are required by the scope of this contract. The Contractor shall document all the modification of the changes to the PLC program and ensure that the modification will not affect other functionality of the bus. The contractor shall test all functionality prior to presenting the bus to SFMTA for inspection. The functionality test shall be comprehensive for all features and functions of the bus, not only the functions that were modified.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

8 The Contractor shall provide OEM certification that the Contractor's firm is capable and qualified to make modification changes to the PLC program. MATERIALS AND OVERALL WORK QUALITY

8.1 MATERIALS

All materials used in the construction of the Coach and all its parts shall be in accordance with the stated specification or description unless written approval for substitution is obtained from the SFMTA. All materials shall comply with the standards established by ASTM, SAE, or other relevant association standards. Materials used shall be equivalent in manufacture, design, and construction on each Coach and shall have a manufacturer label affixed to the part.

Whenever under the Contract Documents it is provided that the Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work performed shall be in accordance with the best standards of manufacture.

Foreign matter such as shavings, chips, etc., shall be completely removed from all parts of the Coach whether hidden or exposed.

- I. All lumber shall be thoroughly kiln dried, free from knots and shall be of clear, straight grain, dressed on all sides.
- II. All painted aluminum sheets shall be thoroughly cleaned and coated on the inside and outside with zinc- chromate protective paint prior to assembly in Coach.
- III. All joints shall be protected by application of a zinc-chromate metallic compound at assembly.
- IV. In the event plywood is used for the flooring, the sub floor material shall be no less than 3/4-inch-thick, 7-ply, marine grade with no voids. The floor shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects.
- V. All bolts, nuts, washers and exposed linkage shall be stainless steel or zinc plated (where applicable) to prevent corrosion. Contractor shall submit certification that all bolts on the Coaches are in compliance with SAE Standard J429.

8.1.1 HAZARDOUS MATERIALS

It shall be the design objective to eliminate from the Coaches all materials that are or may become hazardous to passengers, operators, or maintenance personnel. Of particular concern are materials that produce toxic smoke or gases when heated, possibly due to an accidental fire when bodywork using welding equipment or cutting torches are used. No parts on the Coach shall contain asbestos or PCBs. The Contractor shall provide, for SFMTA approval, the material safety data sheets (MSDS) of any non-OEM materials or fluids that will be used in the construction, operation or maintenance of the Vehicle. SFMTA has the option to reject the use of any hazardous materials proposed for use on the Vehicles during Design Reviews.

8.2 OVERALL WORK QUALITY

Overall work quality shall be of the best grade and shall conform in all respects to the best practice in the industry such as ISO 9001. The fit and finish of the exterior and interior components shall be to the best of the industry standards of the automotive trade.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

Unless otherwise specified, all materials and equipment shall be new. Mechanical, electrical and electronic equipment and components shall be the products of manufacturers regularly engaged in the fabrication of such equipment and components for use in transit vehicles.

The work shall be executed in conformity with the best-accepted industry standard practice of the trade so as to contribute to maximum efficiency of operation, accessibility, pleasing appearance and minimum cost of maintenance.

The Contractor shall provide a summary of fastener sizes and torque values for critical areas on the Vehicle, based on OEM specifications. SFMTA requires that the Contractor include this attachment as part of the Vehicle record book, Reference Section 9, VEHICLE RECORDS. This attachment is developed for reference only; it is the Contractor's responsibility to verify the accuracy against the OEM manuals.

8.2.1 WELDING

Welding procedures, welding materials, and qualifications of welding personnel shall be in accordance with the current standards of the ASTM and AWS. Where metal is welded to metal, the contact surfaces shall be free of scale, grease, and paint and prepared according to AWS procedures. The Contractor shall provide documentation of their welding procedures, set up sheets, and processes to SFMTA as part of the design review process. The Contractor shall not perform any welding on SFMTA buses until the above documentation has been submitted and approved by SFMTA.

8.2.2 MECHANICAL FASTENING

No protruding screws, mounting bolts, or similar items shall be permitted in the interior or the exterior of the Coach. Fasteners not exposed to passengers on the inside of the Coach shall be stainless steel or zinc-plated steel. Zinc plating shall conform to the latest revision of ASTM B633, TYPE II, SC3 or SC4. All fasteners used in the Vehicle body exterior, even if not exposed to passengers, shall be of stainless steel except where mechanical requirements impose graded steel fasteners, or to minimize galvanic corrosion. These fasteners shall be zinc-plated with treatments to prevent hydrogen embrittlement if required. Where non-anodized metal is riveted or bolted to metal, contact surfaces shall be thoroughly cleaned and properly primed.

8.2.2.1 RIVETS

Rivets shall completely fill the holes. No blind rivets shall be used. All rivets shall be of the solid center type. External rivet heads shall be concentric with the body of the rivets and free from rings, pits, burrs and fins. Surfaces exposed to passengers, operator, or maintenance personnel shall be smooth and free of burrs, fins, sharp edges, and dangerous protrusions.

8.2.2.2 SCREWS

On the Coach interior, all screws exposed to passengers shall be stainless steel with a flat or oval head. Exposed screws shall be of an approved tamper-proof type with the exception of the glazing mounting screws. Self-tapping screws shall not be used in areas requiring dismantling for servicing. At least 1-1/2 screw threads shall be visible beyond all nuts.

8.2.2.3 BOLTS

All bolts or rods passing through wood or exposed to the elements shall be an approved grade stainless steel or, with SFMTA's pre-approval, zinc-plated. All nuts and bolts exposed to passengers shall be an approved grade stainless steel unless otherwise specified. The design strengths for Grade 2 bolts and Class A nuts shall be used in sizing the mounting and attachment bolts for under floor mounted

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

equipment, support structures, or brackets. However, all structural or load-carrying bolts shall be domestic manufacture, SAE grade 8 or better. Bolts or screws used for structural connections shall have full-size bodies in areas subjected to bearing and/or shear loads. For bolted joints subject to steady vibration, UNC bolts with appropriate locking arrangement shall be used. Nuts shall be a regular height, nylon insert, and self-locking type. Bolts smaller than 1/4 inch shall not project more than 1-1/2 threads plus 1/4 inch. Bolts 1/4 inch or larger shall not project more than eight threads. All hardware is to be installed and torqued per ANSI guidelines.

8.2.3 FINISHING

Special care shall be taken with the outside sheathing; roof, roof bonnets, and interior finish so that all kinks and buckles are removed before assembly to present a true and smooth finish. This shall be accomplished without excessive grinding, which may weaken the structure material. All painted surfaces shall have a true and smooth surface that will not show sanding or grinding marks after painting. Where wood is placed against wood, both surfaces shall be coated with an approved sealing compound. All steel and aluminum body parts that are to be painted shall be thoroughly cleaned and treated before priming with a primer compatible with the paint system.

8.2.4 ELECTRICAL

All electrical connections shall be of the locking type. All electrical wiring harnesses shall be clamped, tie-wrapped and supported at regular intervals in compliance with the OEM installation. When wires, cables, hoses or tubes go through walls or panels, the bulkhead holes shall have protective grommets/molding and the wires, cables, hoses or tubes shall be clamped on both sides of the bulkhead hole. A 1/4-inch minimum clearance to the protective grommet/molding is required. All electrical wires shall be installed to as not to have any chafing or rubbing with other components.

8.3 PROOF OF COMPLIANCE WITH CONTRACT

In order that SFMTA may determine whether the Contractor has complied with the requirements of the Contract Documents not readily determinable through inspection and test of equipment, components or materials used in the Work, the Contractor shall, at any time when requested, submit to SFMTA properly authenticated test results, design documents or other satisfactory proof as to its compliance with such requirements.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

9 VEHICLE RECORDS

The Contractor shall provide a Coach History Book to be included in each Coach upon its arrival at SFMTA. Vehicle record books are to include the following information as to new or reworked/refurbished equipment/systems:

- 1) Sub-component description
- 2) Sub-component serial numbers
- 3) Test records
- 4) Inspection records
- 5) Shipping and Acceptance dates.
- 6) Parts List for all new component added or reworked.
- 7) Description of modifications and dates of completion
- 8) Updated schematics for all sub-systems added or overhauled.
- 9) List of defects
- 10) List of serial-numbered components
- 11) Documentation of Unforeseeable Work performed on the coach
- 12) Shipping documents
- 13) Shipping exceptions and unresolved / open issues
- 14) Summary detail of each test performed on the coach or any part of the coach
- 15) Safety Critical torqueing locations and values

Each book shall be indelibly marked with the serial number of the Vehicle it accompanies.

Upon delivery of the final coach to SFMTA, a master list of any parts reworked or added to all coaches for each SR shall be delivered to SFMTA in Excel format. At SFMTA's discretion, additional documentation may be added to the requirements of the Coach History Book.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

10 WARRANTY

10.1 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor shall warrant and guarantee to SFMTA each Coach and specific subsystems and components according to the following provisions:

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, and subcontractors. Any inconsistency or difference between the warranties extended to SFMTA by the Contractor and those extended to the Contractor by its suppliers, vendors, and subcontractors, shall be at the risk and expense of the Contractor. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under the Contract Documents.

Upon request of SFMTA, the Contractor shall promptly provide complete copies of written warranties or guarantees of documentation of any other arrangement relating to such warranties or guarantees extended by the Contractor's suppliers, sub suppliers, vendors, and subcontractors covering parts, components, and systems utilized in the Coach. If any vendor/supplier to the Contractor offers a warranty on a component that is longer or more comprehensive than the requirement in Section 10.2 COMPLETE COACH, the Contractor shall provide this information to SFMTA in their bid documents and pass it through to SFMTA at no additional cost to SFMTA.

The Contractor shall ensure that such suppliers, sub-suppliers, vendors, and subcontractors satisfactorily perform warranty-related work.

The Contractor shall provide five Microsoft Surface Pro (latest generation) tablets to SFMTA for warranty administration purposes. The warranty equipment shall be provided to SFMTA at least 30 Working Days prior to the First Article delivery. The Contractor shall install all necessary warranty parameters and warranty claim forms onto the laptop computers. Reference Schedule 1B – Special Tools List of the Sample Agreement.

10.2 COMPLETE COACH

Contractor warrants and guarantees that the work performed, and new equipment installed by the Contractor shall be free from Defects and Related Defects for one year or 50,000 miles, whichever comes first, beginning on the date of the Acceptance of each Coach.

10.2.1 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the Coach that has failed as a direct result of misuse, negligence, or accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry.

The warranty on any part or component of the Coach shall also be void if SFMTA fails to conduct normal inspections and scheduled preventive maintenance procedures on the same part or component substantially as recommended in the Contractor's maintenance manuals, and such failure by SFMTA is the sole cause of the part or component failure.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

10.2.2 CONTRACTOR'S REPRESENTATIVE

The Contractor's service personnel shall be available during the Acceptance and commissioning per SR for rehabilitated Vehicles to assist SFMTA in the solution of engineering or design problems that are within the scope of the Technical Specifications and that may arise. These service personnel will also be available to SFMTA on request during the Coach warranty period. Maintenance or repair instructions or suggestions from these representatives affecting warranty shall be in writing and directed to the SFMTA. The Contractor's Representative shall have authority to accept and approve warranty claims and make timely decisions affecting the repair of Defects.

SFMTA will work with the Contractor's representatives as much as possible to minimize the costs and time involved in conducting warranty repairs; however, due to space constraints and labor agreements, SFMTA cannot guarantee that any Contractor work will be performed on SFMTA property.

10.3 DETECTION OF DEFECTS

If SFMTA finds Defects within the warranty period defined in Section 10.2, COMPLETE COACH, it shall notify the Contractor's representative in writing. Within five Working Days after receipt of notification, the Contractor's representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the sub-system or component is inspected by the Contractor's representative or is removed and examined at SFMTA property or at the Contractor's plant. At that time the status of warranty coverage on the sub-system or component shall be mutually resolved between SFMTA and the Contractor. Work necessary to commence the inspection or repairs, under the provisions of Section 10.5, REPAIR PROCEDURES shall proceed immediately after receipt of notification by the Contractor

If within ten Working Days of notification to contractor, SFMTA and Contractor are unable to agree whether a Defect is covered by warranty provisions, SFMTA reserves the right to commence repairs and seek reimbursement through Section 10.5, REPAIR PROCEDURES.

10.4 FLEET DEFECTS

A Fleet Defect is defined as cumulative failures of any kind in the same new systems or components in the same or similar application where such items are covered by the warranty and such failures occur within the warranty period in at least 10 percent of Vehicles delivered under this contract. SFMTA shall have final approval of corrections or changes under these conditions, which may include requesting Failure Analysis Report (see Section 10.5.6) for the failed system.

10.4.1 CORRECTION OF FLEET DEFECTS

The Contractor shall provide a corrective action plan within ten Days of receipt of notification of a Fleet Defect under the procedures specified in this subsection. Unless SFMTA grants an extension, the Contractor shall provide SFMTA with a retrofit work plan, a Field Service Repair Procedure and schedule, to be reviewed and approved by SFMTA. The schedule shall specify how and when all Coaches with Defects shall be corrected.

Any proposed changes to an approved Fleet Defect work plan or program must be submitted to SFMTA for review and approval.

If Contractor does not provide a plan for correction within ten Days (or as extended by SFMTA); or a specific declared Fleet Defect is not fully corrected within the time specified in the agreed upon schedule; or the remainder of the Coaches are not corrected in accordance with the Contractor's work plan; then SFMTA will assess liquidated damages in the amount of \$500/Coach per calendar Day.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The warranty on parts, components or sub-systems replaced as a result of a Fleet Defect shall be assigned a new warranty period equal to the original manufacturers or contract part warranty (whichever is longer), effective the replacement date. Any extended warranties shall commence at the conclusion of the new warranty period.

10.4.2 FLEET DEFECT REPAIRS

When SFMTA requires the Contractor to perform warranty-covered repairs under the Fleet Defect corrections, the Contractor's representative must begin work necessary to effect repairs in a proper and timely manner, within five Working Days after the approval of the retrofit plan/schedule. Whenever the Contractor makes warranty repairs, new parts, subcomponents and subsystems shall be used, unless the repair of original parts is authorized in writing by SFMTA. SFMTA shall make the Coach available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide, at its own expense, all spare parts, labor, tools and space required to complete repairs. The Contractor shall reimburse SFMTA for all expenses incurred, including labor for driving Coaches, or towing charges for Coaches transported, between SFMTA's facilities and Contractor's service center or the facilities of its subcontractors or suppliers.

10.4.3 CONTRACTOR SUPPLIED PARTS

The Contractor shall furnish parts for all warranty work performed by the Contractor.

10.4.4 VOIDING OF WARRANTY PROVISIONS

The Fleet Defect provisions shall not apply to Coach Defects solely caused by non-compliance with the Contractor's recommended preventive maintenance practices and procedures or caused solely by abuse of the equipment.

10.5 REPAIR PROCEDURES

The Contractor shall reimburse SFMTA for labor, parts and administrative costs for warranty claims performed by SFMTA personnel or by any contractor(s) hired by SFMTA to perform warranty work.

Contractor shall reimburse SFMTA for warranty claims within 30 Days after each warranty claim has been submitted by SFMTA. If SFMTA does not receive payment within 30 Days, SFMTA will deduct the amount of the claim, which includes labor, parts, administrative overhead and towing costs, from payments due to Contractor or will deduct the amount of the claim from the Retention.

10.5.1 PARTS USED

SFMTA shall use new parts, subcomponents and subsystems that Contractor shall provide specifically for these repairs. All parts shall be stamped or permanently marked with the OEM part number, and serial number if applicable. Warranties on parts used shall begin once the Vehicle has been repaired. The warranty on parts, components or sub-systems replaced as a result of a standard warranty repair shall be assigned a new warranty period equal to the original manufacturers or contract part warranty, whichever is longer, effective the replacement date. Any extended warranties shall commence at the conclusion of the new warranty period.

SFMTA shall use parts or components available from its own stock only on an emergency basis. Monthly reports, or reports at intervals mutually agreed upon, of all repairs covered by warranty will be submitted by SFMTA to the Contractor for reimbursement or replacement of parts or components. The Contractor shall provide forms for these reports.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

10.5.2 DEFECTIVE PARTS RETURN

The Contractor may request that Defective parts or components covered by warranty be returned to the Contractor. The Contractor is responsible for all costs associated with material return. Material will be returned in accordance with the Contractor's instructions. Contractor shall provide such instructions to SFMTA at the beginning of the project. The Contractor's representative shall meet with a SFMTA representative on as required basis to determine which parts need to be returned to the manufacturer for evaluation, or which parts may be discarded.

10.5.3 REIMBURSEMENT FOR LABOR

The Contractor shall reimburse SFMTA for all warranty labor incurred by SFMTA. The amount shall be determined by multiplying the number of man-hours required to correct the Defect by the current top mechanic's hourly overtime wage rate. The wage rate, and therefore, the warranty labor rate, is subject to adjustment each year. As of February 2019, the warranty labor rate shall be based on the mechanic's wage rate of \$126/hour, which includes labor, fringe benefits, and overhead.

In the event SFMTA deems it necessary to contract out for warranty repairs, the Contractor shall reimburse SFMTA for the actual cost of the repair, including charges for any warrantable parts, consequential parts or damages, labor, and towing or transportation. A 15 percent handling fee will be included on all outside invoices for warranty related services submitted to the Contractor.

10.5.4 REIMBURSEMENT FOR PARTS, TOWING

In the event SFMTA uses its own parts for warranty repairs, the Contractor shall reimburse SFMTA for those parts, including all Defective parts, components, and consequential parts supporting the warranty repair. The reimbursement shall be at the invoice cost of the parts or components at the time of repair and shall include applicable taxes plus a 15 percent handling fee.

The warranty will include the cost of towing the Coach or a Coach change if either was necessary because of the failure of a warranted part. Towing costs consist of SFMTA's established contracted tow truck charge including applicable taxes, any parts utilized in the transfer of the Coach, any SFMTA labor expended, plus a 15 percent handling fee. The cost of a Coach change will consist of the actual time spent at the established warranty labor rate.

Contractor shall reimburse SFMTA for warranty claims within 30 Days after each warranty claim has been approved by the Contractor. If SFMTA does not receive payment within 30 Days, SFMTA may deduct the amount of the claim from payments due to Contractor.

10.5.5 WARRANTY AFTER REPLACEMENT OR REPAIRS

The warranty on parts, components or sub-systems replaced as a result of a standard warranty repair shall be assigned a new warranty period equal to the original manufacturer's or contract part warranty, whichever is longer, effective the replacement date. Any extended warranties shall commence at the conclusion of the new warranty period.

10.5.6 FAILURE ANALYSIS

At SFMTA's request, the Contractor, at its cost, shall conduct a failure analysis of a failed part involved in a Fleet Defect or that is safety-related or a major component that could affect fleet operation that has been removed from Coaches under the terms of the warranty. The analysis shall commence with the approved corrective action plan and be documented and compiled into a report. Failure Analysis Reports shall be delivered to SFMTA within 60 Days of the receipt of failed parts.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

11 QUALITY ASSURANCE

In order to closely monitor the First Article and production progress, SFMTA requires having Quality Assurance meetings with the Contractor on a regular basis. During the conference call, the Contractor shall prepare to discuss project schedule, production issues, material issues and other items associated with the Project.

All special tools shall be provided to SFMTA at least 30 Working Days prior to the First Article delivery. Reference Schedule 1B – Special Tools List of the Sample Agreement.

11.1 CONTRACTOR QUALITY ASSURANCE

The Contractor shall assign an in-plant Quality Assurance Inspector (QAI) to exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The QAI shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the overhaul of the transit coaches.

The QAI shall conduct all required inspections and testing and maintain records and data for review by the SFMTA Resident Inspector. The QAI shall detect and assure corrections of any defective coaches.

11.2 DEPARTURE INSPECTION

A Departure Inspection shall be led by SFMTA and the Contractor's Representative on each of SFMTA's Coaches prior to transferring the Vehicles to the Contractor's plant. The Departure Inspection shall be held at any of SFMTA's Coach yards in the city of San Francisco. To the greatest extent practical, all items to be considered as Unforeseeable Work shall be identified on each Bus prior to transfer of the Vehicle to the Contractor (Reference, Section 1.6, UNFORESEEABLE WORK).

11.3 RESIDENT INSPECTOR

SFMTA shall be represented at the Contractor's plant by Resident Inspector(s), who shall monitor the re-manufacturing of the transit coaches. The Resident Inspector shall be authorized to approve the pre-delivery acceptance tests and release the coach for delivery. The presence of these Resident Inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. Upon request to the quality assurance supervisors, the Resident Inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include but not be limited to drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of defects.

The Contractor's gauges and other measuring and testing devices shall be made available for use by the Resident Inspectors to verify that the coaches conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

11.4 COMPLIANCE DEMONSTRATION

Upon written request of the SFMTA, the Contractor shall demonstrate compliance with any requirement of these specifications in accordance with the testing requirements outlined in Section 11.6 TESTING. Requests shall normally be made such that the demonstration can be scheduled in advance of the First Article Coach. Other demonstrations shall be requested after delivery, should the SFMTA suspect that the production Coaches are not in conformance to these specifications.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

The demonstrations shall consist of formal tests conducted on the First Article and/or production Coaches and witnessed by SFMTA authorized personnel. In lieu of conducting tests of a destructive nature, the demonstration requirement may be satisfied by a comprehensive analysis of sufficient scope and quality to show specification compliance.

The burden of demonstrating compliance rests on the Contractor but is subject to approval by SFMTA. The Contractor shall be responsible for associated costs, including traveling and lodging for SFMTA personnel, to demonstrate compliance and any work required to correct any non-compliance conditions.

11.5 FIRST ARTICLE INSPECTION (FAI) COACH

The Contractor shall present a First Article Inspection (FAI) Coach for each SR to be overhauled, which shall undergo a detailed inspection by SFMTA personnel or representatives. The FAI involves the physical examination, internal / independent testing of, and acceptance by SFMTA of an initial part, major assembly, subassembly, system, subsystem, apparatus or material, manufactured or assembled by either the Contractor or Subcontractors. The purpose of this inspection is to ensure that the First Article Coach has been built to approved engineering standards and that all contract work has been incorporated into the First Article. The configuration established for the First Article shall be the benchmark for all remaining production Coaches. The SFMTA Project Manager shall approve the design that is revealed at the FAI or may require changes in order that the component can meet the requirements of the Contract.

11.5.1 FIRST ARTICLE CERTIFICATIONS SUBMITTALS

During the FAI, the Contractor shall present the certifications to SFMTA, as specified in Section 1.5, WORKMANSHIP.

11.6 TESTING

11.6.1 PRE-DELIVERY TESTS

The Contractor shall conduct acceptance testing at its plant on each Coach before delivery to the SFMTA. These pre-delivery tests shall include visual and measured inspections, as well as testing of the total Coach operation. The tests shall be conducted and documented in accordance with written test procedures to ensure that the completed Coaches have attained the desired quality and have met the requirements of these Technical Specifications. All tests shall be witnessed and approved by SFMTA's Resident Inspector.

11.6.1.1 VISUAL AND MEASURED INSPECTION

The visual and measured inspections shall be conducted to verify if overhauled components and repairs have been executed in accordance to the Technical Specifications, Unforeseeable Work, and Industry Standard practices.

11.6.1.2 WATER TEST

Each Bus must undergo a water test approved by SFMTA. The water test shall replicate the direction and pressure of water flow in an SFMTA yard bus wash. The underside of the Bus shall be sprayed with water to simulate tire splash and heavy rain conditions. The water test shall ensure that water does not enter the interior of the bus or any exterior compartments through the floor, body, windows, signs, lights, or any other openings. The seals on the destination signs and windows shall prohibit condensation on the glass. Any Coach that fails water testing shall be repaired by the Contractor and retested until they pass.

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

11.6.1.3 AIR LEAK DOWN TEST

Each Coach shall have its air system fully charged and monitored for eight hours. If the air system pressure drops more than ten PSI, the air system shall be repaired by the Contractor and retested until they pass.

11.6.1.4 STEERING ALIGNMENT AND TURN RADIUS

The Contractor shall perform an axle alignment on each Coach to OEM specifications. The Contractor shall also verify that the Coach's turning radius is in accordance with OEM specifications. The alignment and the turn radius test shall be documented in the Coach History Book for each Vehicle (Reference, Section 9, VEHICLE RECORDS).

11.6.1.5 BRAKE TEST

The Contractor shall ensure that the Coach's brake system performs to the standards outlined by the FMVSS and the state of California. The first Coach in each SR shall have their braking system tested to be capable of stopping a Vehicle traveling at 20 mph in under 25 feet on a dry, level road. The parking brake shall be able to hold the Coach loaded to GVWR in both forward and rearward directions on a 23 percent grade. The "Parking Brake Applied" indicator shall be functioning when the parking brake is engaged. The interior audible warning alarm and blinking warning lights shall be activated when the Master Run Switch is set to the "Off" position and the parking brake is not engaged.

11.6.1.6 TOTAL COACH OPERATION

The operation of the Coach shall be verified by conducting road tests. These tests shall simulate the functionality of the subsystems onboard the Coach that are operated while in revenue service. Any Defects or excessive noise should be recorded and investigated by the Contractor. If the Coach fails to operate to the satisfaction of the Resident Inspector, the Coach shall be repaired and retested until it passes.

11.6.1.7 VERIFICATION OF CRITICAL TORQUES

The Contractor shall supply a torquing procedure for all safety critical items repaired in the scope of this Technical Specification. The torque locations and values shall be recorded in the Coach History Book (Reference, Section 9, VEHICLE RECORDS).

11.6.1.8 OTHER TESTS

The Resident Inspector shall ensure compliance of the specification requirements by performing additional tests on each Coach. The tests include and are not limited to:

- Paint Testing
- Electrical Systems
- Brake System
- Fire Suppression System
- Torque Verification
- Weld Inspections

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

11.6.2 POST-DELIVERY TESTS

SFMTA shall conduct post-delivery tests, which shall include, but not be limited to, visual inspection, functional testing of all systems that were replaced or rehabilitated, and a road test on each delivered Coach, including the First Article Coach. Coaches that fail to pass the post-delivery tests will not be accepted, and the next Coach scheduled for rehabilitation will not be released until all Defects are corrected and the Coach is accepted by the SFMTA's inspection team.

SFMTA will record details of all Defects on the appropriate inspection forms which shall be submitted to the Contractor for immediate corrective action.

Each delivered Coach shall be delivered with the Vehicle traveler document, (Reference, Section 9, VEHICLE RECORDS), at the time of delivery.

11.6.3 SERVICEABILITY TEST

Prior to Acceptance, and at SFMTA's discretion, SFMTA may operate each Vehicle for a minimum of 50 miles. Any Defects will be recorded on the appropriate test form which shall be submitted to the Contractor for immediate corrective action.

11.7 PRODUCTION COACHES

The Contractor shall not proceed to the following Coaches of the SR group until the First Article Coach is signed off by SFMTA. The following Coaches shall have the same configuration as the approved First Article. At SFMTA's discretion, the Contractor shall comply with the requirement in Section 11.3, RESIDENT INSPECTOR.

11.8 STANDARDS

The Contractor shall ensure quality standards and facilities. Each bus shall be overhauled according to the drawings, procedures, and other documentation that completely describe the overhaul activities. The Contractor shall provide SFMTA with all appropriate Safety Practices and General Workshop Procedures which will be in effect throughout this program. All production tooling (jig, fixtures, templates, tooling masters, etc.) shall be verified for accuracy and adjusted as required, throughout the inspection process.

11.9 PURCHASING AND MANUFACTURING CONTROL

The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on formally documented work instructions, adequate production equipment, and (if necessary) special working environments. Manufacturing control shall include but is not limited to completed items for final inspection, control of transferred materials (moved from one vehicle to another, if new or refurbished materials not available) and non-conforming materials. The Contractor shall maintain quality control of purchases including supplier control, purchasing data and SFMTA-supplied materials.

MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES

12 DELIVERY SCHEDULE

12.1 PREFERRED DELIVERY SCHEDULE

Completion of items as indicated below shall occur before the time periods listed have elapsed.

Liquidated Damages applies to all items. Refer to Section 19 of the Contract.

Item	Calendar Days after Notice-to-Proceed							
	SR-1707	SR-1709	SR-1794	SR-1907 SR-1961	SR-1963	SR-1964	SR-1849	SR-1955 SR-1962
Pick Up of Pilot Coach	15	15	105	303	303	451	633	771
Delivery of Completed Pilot Coach	125	125	215	413	413	561	743	881
Conditional Acceptance and Approval of Pilot	215	215	305	503	503	651	833	971
Begin overhaul of remaining coaches	217	217	307	505	505	653	835	973
Delivery of the last coach	341	553	539	1027	721	869	1243	1201
Submittal of final As-Built Drawings, Updated Schematics, and Parts Lists	341	553	539	1027	721	869	1243	1201

Item	Calendar Days after Notice-to-Proceed
Submittal of draft recommended spare parts and special tools lists	365
Delivery of spare parts and special tools	730

Deliveries:

Note 1: Actual item due dates will be determined after the First Article coaches have been presented and changes to the scope of work have been finalized and negotiated.

Note 2: All deliveries to SFMTA shall be to the SFMTA Marin facility during weekday working hours, Monday through Friday, 7 a.m. – 3 p.m., except SFMTA holidays, or as otherwise specified in writing by SFMTA. Contractor shall provide at least 48 hours-notice to SFMTA prior to delivery.

Note 3: Due to service demands, SFMTA can only allow up to 12 Coaches at the Contractor's site at any one time. Contractor shall not deliver more than three Coaches to the SFMTA at any one time.

Note 4: The coach will have to pass inspection and acceptance testing by SFMTA before being put back into revenue service. The SFMTA reserves the right to not release scheduled coaches for rehabilitation if one or more rehabilitated coaches fails to meet SFMTA requirements.

12.2 PROPOSED DELIVERY SCHEDULE

Delivery schedules proposed (See Delivery Schedule Worksheets in Volume 1, Appendix A,1B) will be compared with the City's preferred delivery schedules and the proposed delivery schedules will be rated accordingly.

12.3 COACH DELIVERY

Coaches shall be delivered at a rate not to exceed three Coaches per week.

*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

13 ATTACHMENTS

13.1 ATTACHMENT 1: ORIGINAL OEM SPECIFICATIONS

*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

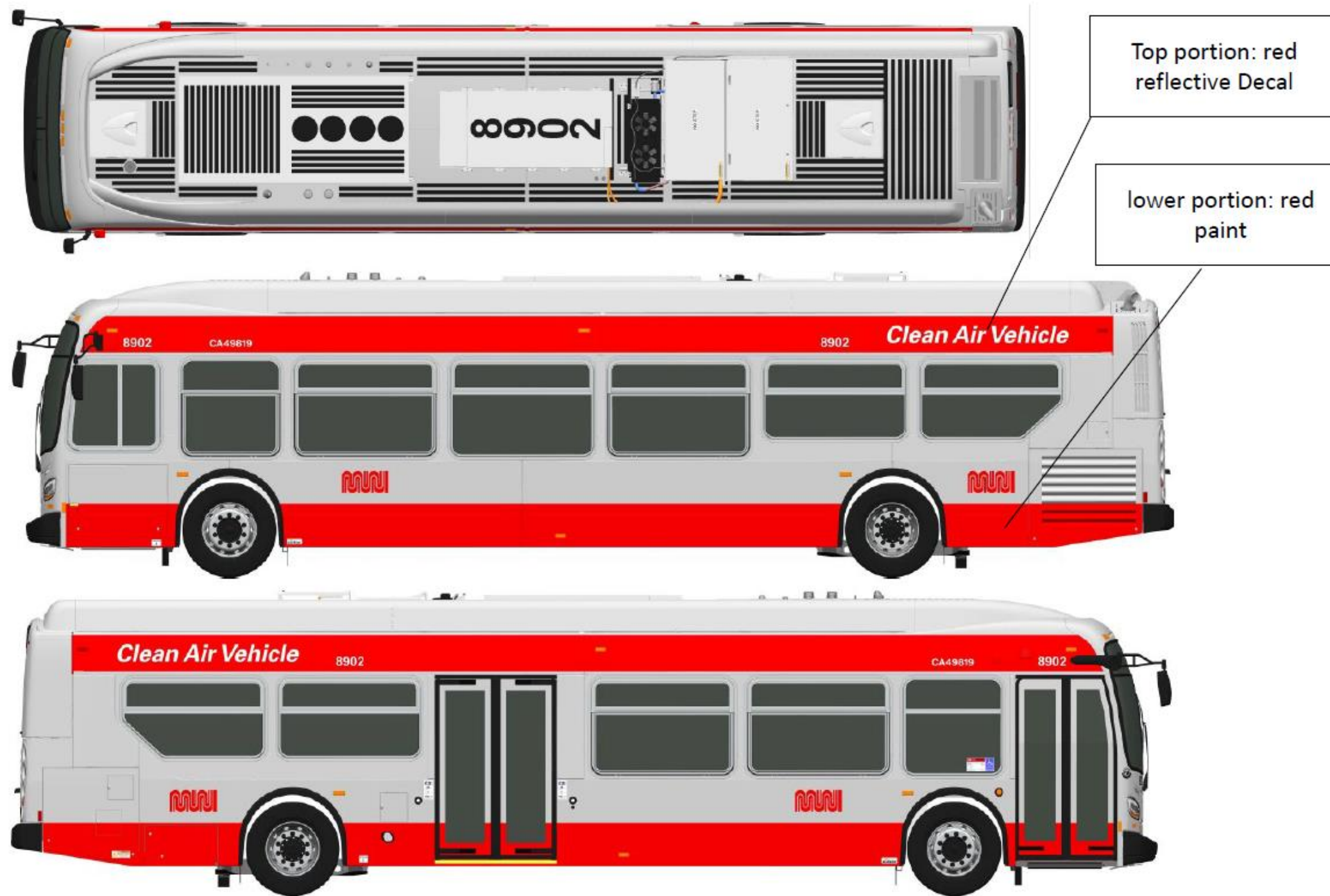
13.2 ATTACHMENT 2: DECAL LIST AND STANDARDS

13.3 ATTACHMENT 3: SFMTA EXTERIOR COLOR SCHEME

Hybrid Paint Scheme



40-ft Hybrid Paint Scheme



Upper Trim (Reflective Decal): PPG Delfleet, FBCH 942608, New Flyer Red

Lower Trim (Paint): PPG Delfleet, FBCH 942608, New Flyer Red

60-ft Hybrid Paint Scheme



Upper Trim (Reflective Decal): PPG Delfleet, FBCH 942608, New Flyer Red

Lower Trim (Paint): PPG Delfleet, FBCH 942608, New Flyer Red

Trolley Paint Scheme



60-ft Trolley Paint Scheme



Upper Trim (Reflective Decal): PPG Delfleet, FBCH 942608, New Flyer Red

Lower Trim (Paint): PPG Delfleet, FBCH 942608, New Flyer Red

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

13.4 ATTACHMENT 4: MATERIALS, COLORS, FINISHES

NOTE: 1) All brand name call-outs are understood to include the phrase, 'or approved equal';
2) Where stainless steel, aluminum or fiberglass is called for, natural finish/color is acceptable.

BUMPERS	Romeo Rim High Energy Level Polymer (HELP)
Front and Rear Bumpers	
Color:	Black (colored throughout)
Reference:	Section 2.1.6 (Front and Rear Bumpers)

FINISH	PPG Delta DBHS 2.7 VOC or approved equal
Coach Exterior Primer	PPG Deltron, NCP 280, Hardener NCX 285, Primer
Reference:	Section 2.1.2 (Finish and Color)
Coach Exterior Color	PPG Delfleet, FBCH 37464, New Flyer Silver ALT-1 Base
Reference:	Section 2.1.2 (Finish and Color)
Coach Exterior Top Trim	PPG Delfleet, FBCH 942608, New Flyer Red
Reference:	Section 2.1.2 (Finish and Color)
Coach Exterior Bottom Trim	PPG Delfleet, FBCH 942608, New Flyer Red
Reference:	Section 2.1.2 (Finish and Color)
Coach Roof Fairing Color	PPG Delfleet, FBCH 37464, New Flyer Silver ALT-1 Base
Reference:	Section 2.1.2 (Finish and Color)
Coach Clear Coating	PPG Delfleet, Clear F3921, Hardener F3210
Reference:	Section 2.1.2 (Finish and Color)
Coach Interior Color	Black N3472 (with flattener) For Operator area in front of Standee Line
Reference:	Section 3.2 (Front End)

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

FLOOR COVERING	Altro Transflor
Aisle floor*	Altro Transflor
Color:	Figura TFFG2704F "Rocket",
Reference:	Section 3.1 (Floor Covering)
•	
Floor under seats	Altro Transflor
Color:	TFFG2704F "Rocket",
Reference:	Section 3.1 (Floor Covering)
Operator's Platform	Altro Transflor
Color:	TFFG2704F "Rocket",
Reference:	Section 3.5 (Operator's Platform)
Standee line	Altro Transflor Two (2) inches wide
Color:	Altro TFM2729 "Safety Yellow" (colored throughout)
Reference:	Section 3.1 (Floor Covering)
Step Nosing	Altro Transflor Two (2) inches wide
Color:	Altro TFM2729 "Safety Yellow" (colored throughout)
Reference:	Section 3.1 (Floor Covering)
Step Tread	Altro Transflor
Color:	TFFG2704F "Rocket",
Reference:	Section 3.1 (Floor Covering)
Exit Area Warning Decal	Altro Transflor
Reference:	Section 3.1 (Floor Covering) & Attachment 12
Stepwell Warning Decal	Altro Transflor
Reference:	Section 3.1.1 (Steps & Stepwells) & Attachment 2

Glazing	
Passenger Windows	55 percent luminous transmittance.
Reference:	Section 2.4 (Windows)
Operator's Side –Window	76 percent luminous transmittance
Reference:	Section 2.4 (Windows)
Door Glass	55 percent luminous transmittance
Reference:	Section 2.4 (Windows)
Windshield	single-density tint
Reference:	Section 2.4 (Windows)

INTERIOR TRIM	Textured stainless steel or anodized aluminum
Trim moldings	
Reference:	Section 3 (Interior)

**MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES**

PANELING	Non-absorbing graffiti resistant material (final colors TBD with prototype)
Divider panels Color:	1/4 inch thick Grey
Headlining Color:	1/16 inch smooth and matte Grey
Operator barrier Color:	1/10 inch thick Grey
Rear Bulkhead Color:	1/16 inch thick Grey below the window / white above the window
Side Wall Color:	1/10 inch thick Grey

Non-priority Passenger Seats Color: Reference:	USSC Aries Blue Section 3.3 (Passenger Seating)
Priority Passenger Seats Color: Reference:	USSC Aries Blue with appropriate stencil Section 3.3 (Passenger Seating)
Stroller Passenger Seats Color: Reference:	USSC Aries Blue with appropriate stencil Section 3.3 (Passenger Seating)
Seat Onsert Reference:	Plastic Section 3.3 (Passenger Seating)
Seat Handhold	Stainless Steel
Stanchions/Handholds Color:	Stainless Steel with Yellow Powder Coating PPG Delfleet, FDGU 976044

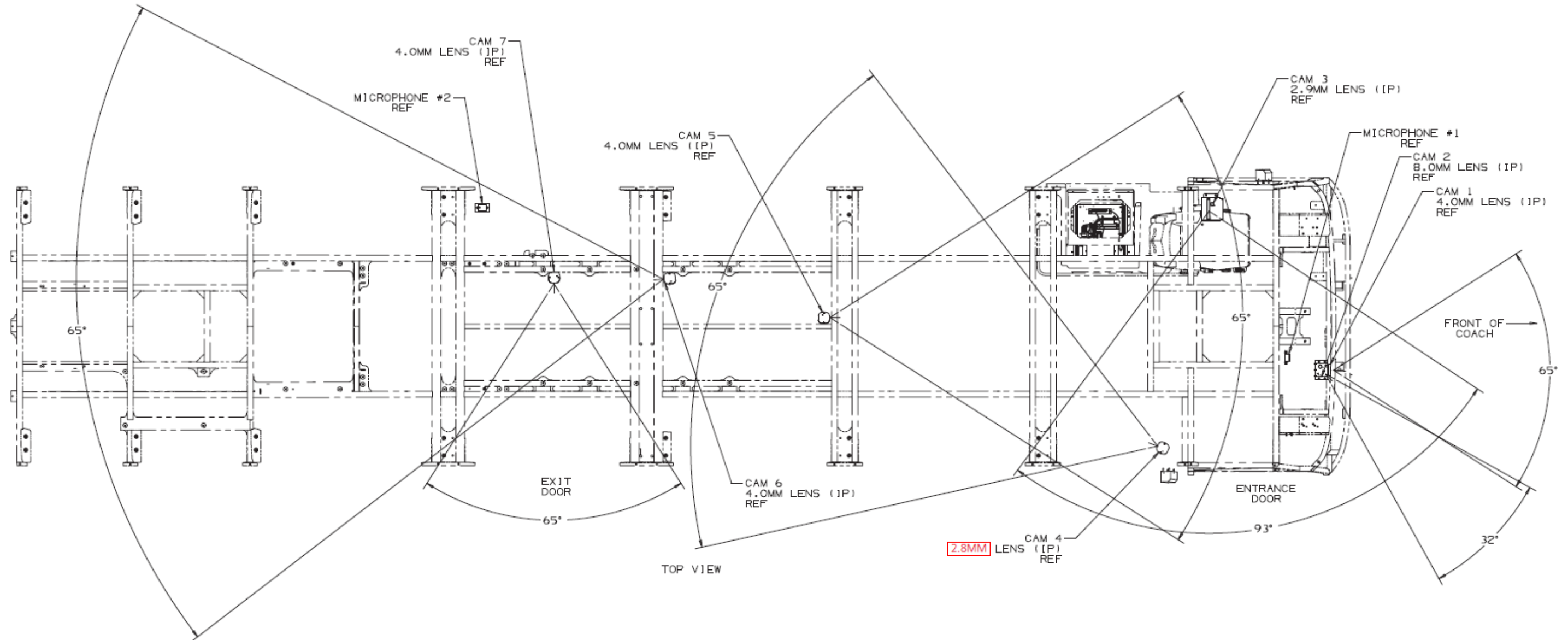
Steering Wheel Color: Reference:	Vehicle Improvement – NF P/N 064449 Black Section 5.2.2 (Steering Column and Steering Wheel)
---	--

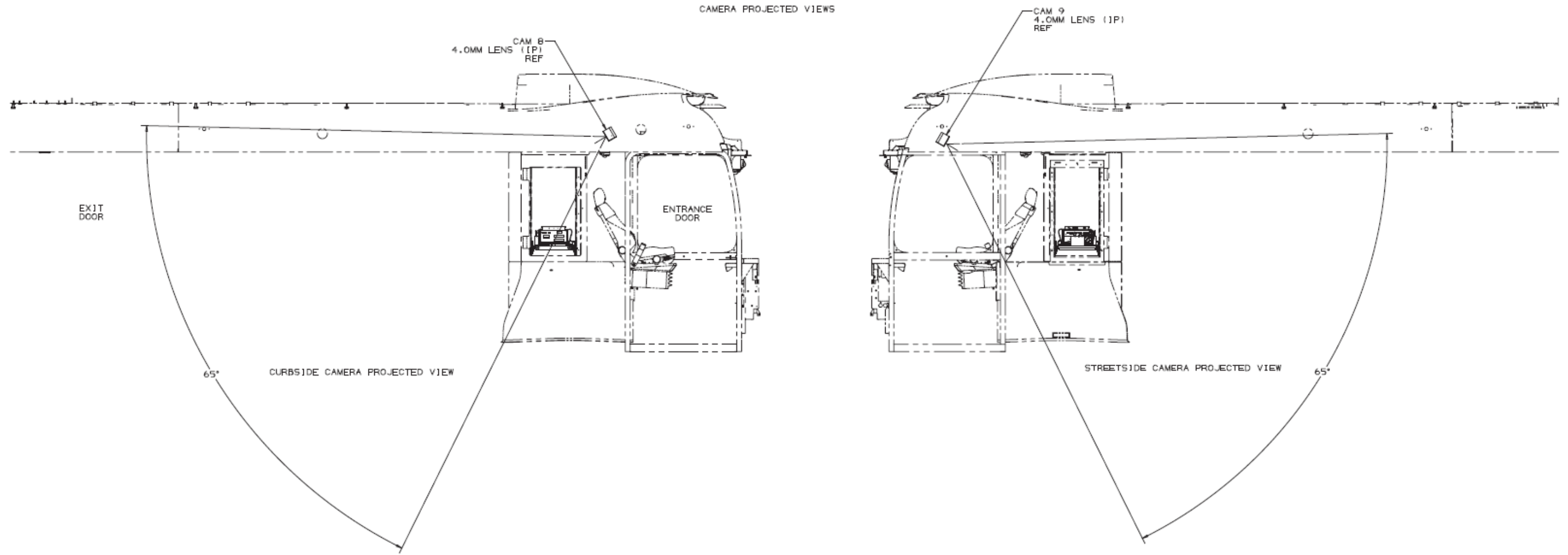
*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

13.5 ATTACHMENT 5: NOT IN USE

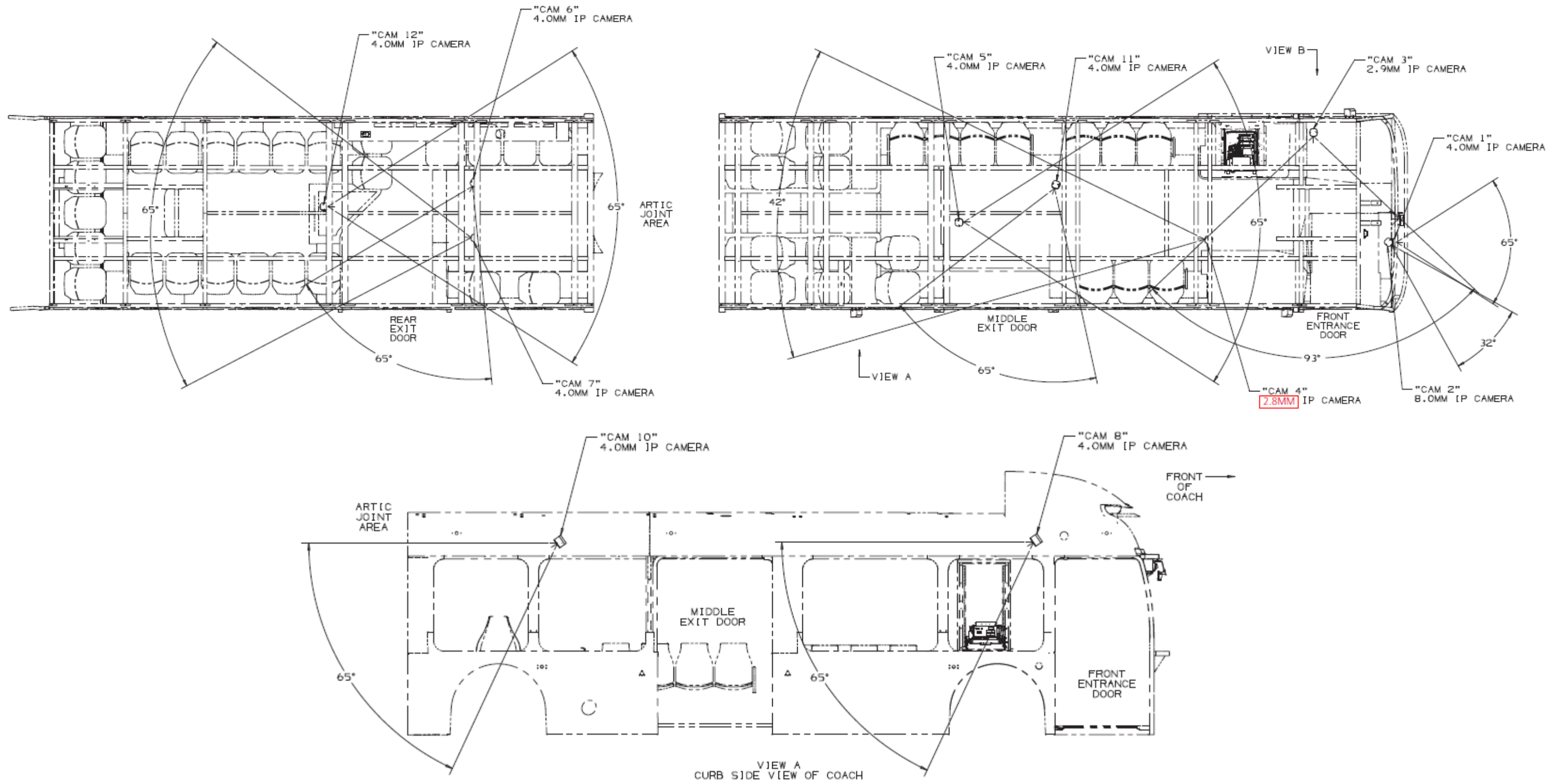
13.6 ATTACHMENT 6: CAMERA CONFIGURATION

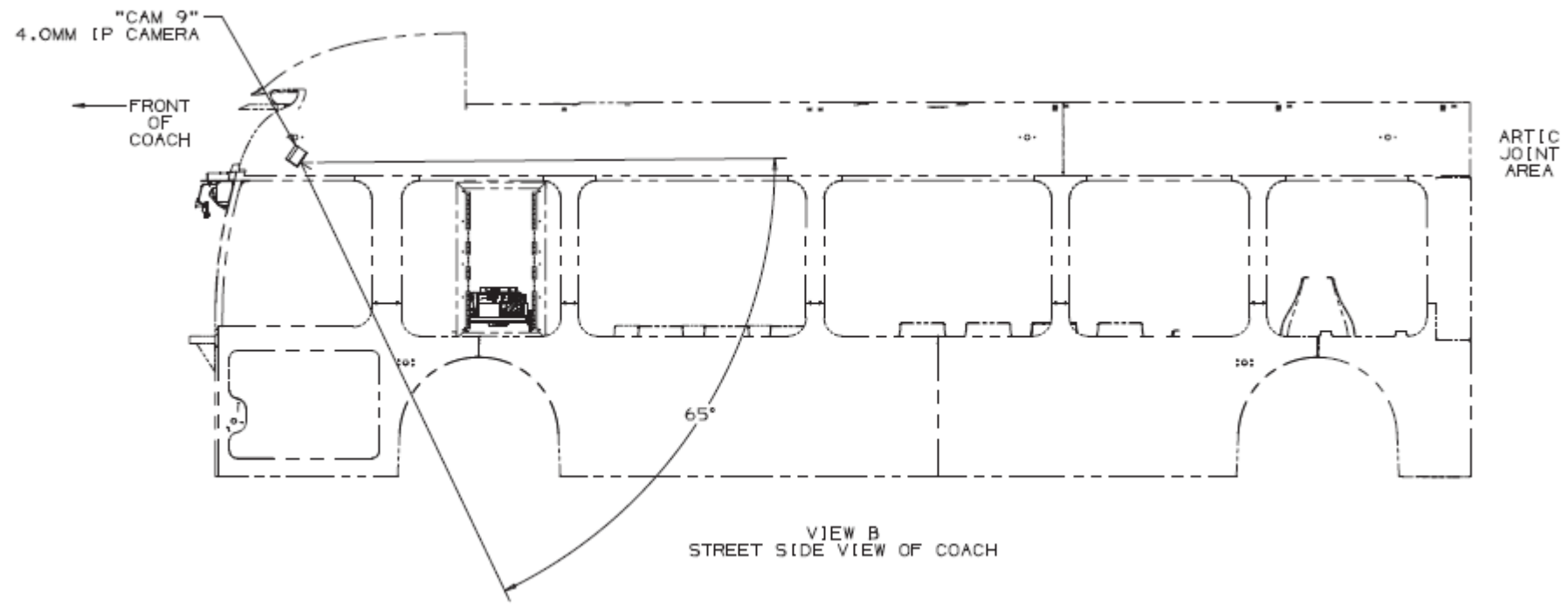
Camera Layout for 40-ft Hybrid bus



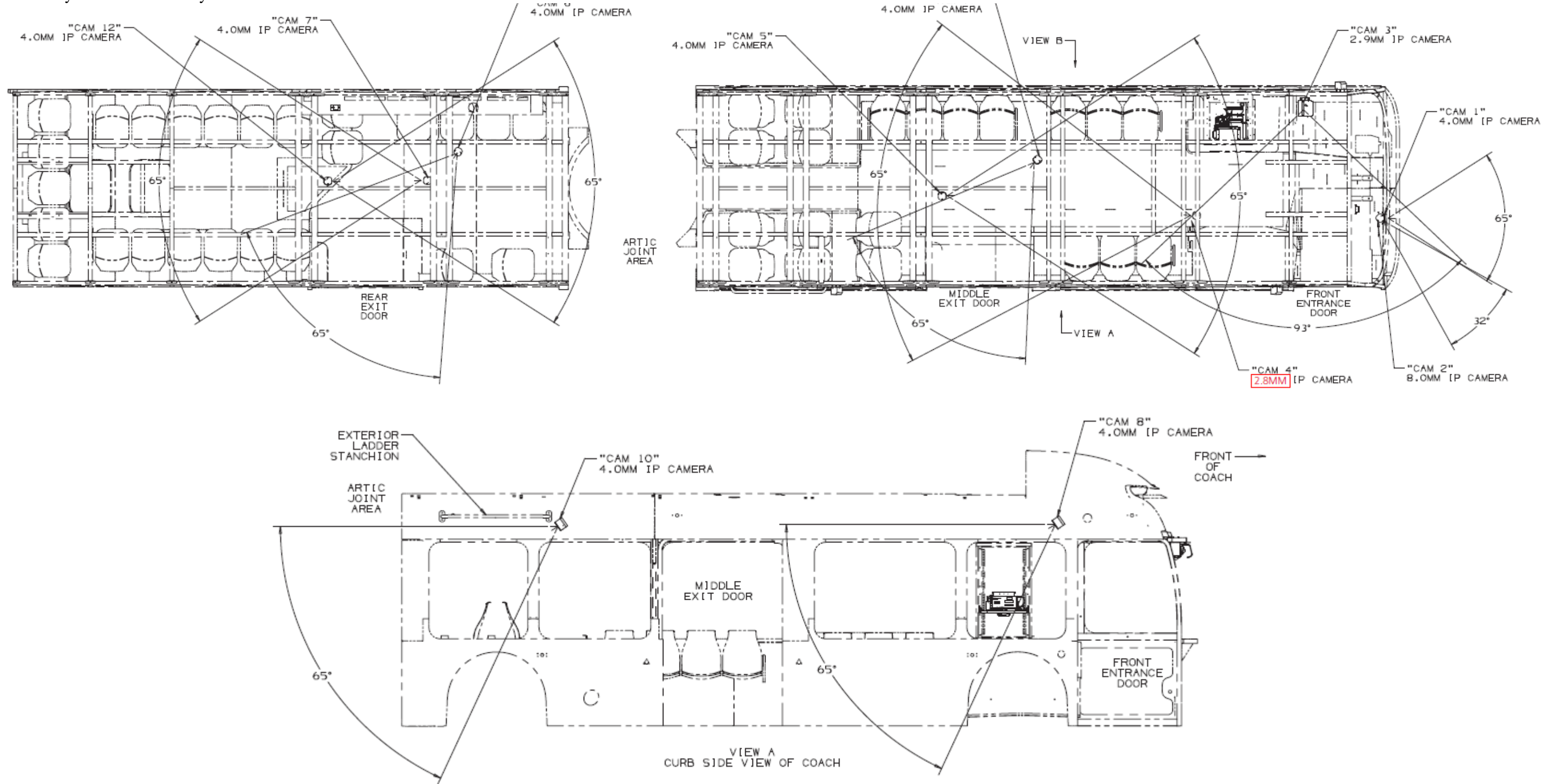


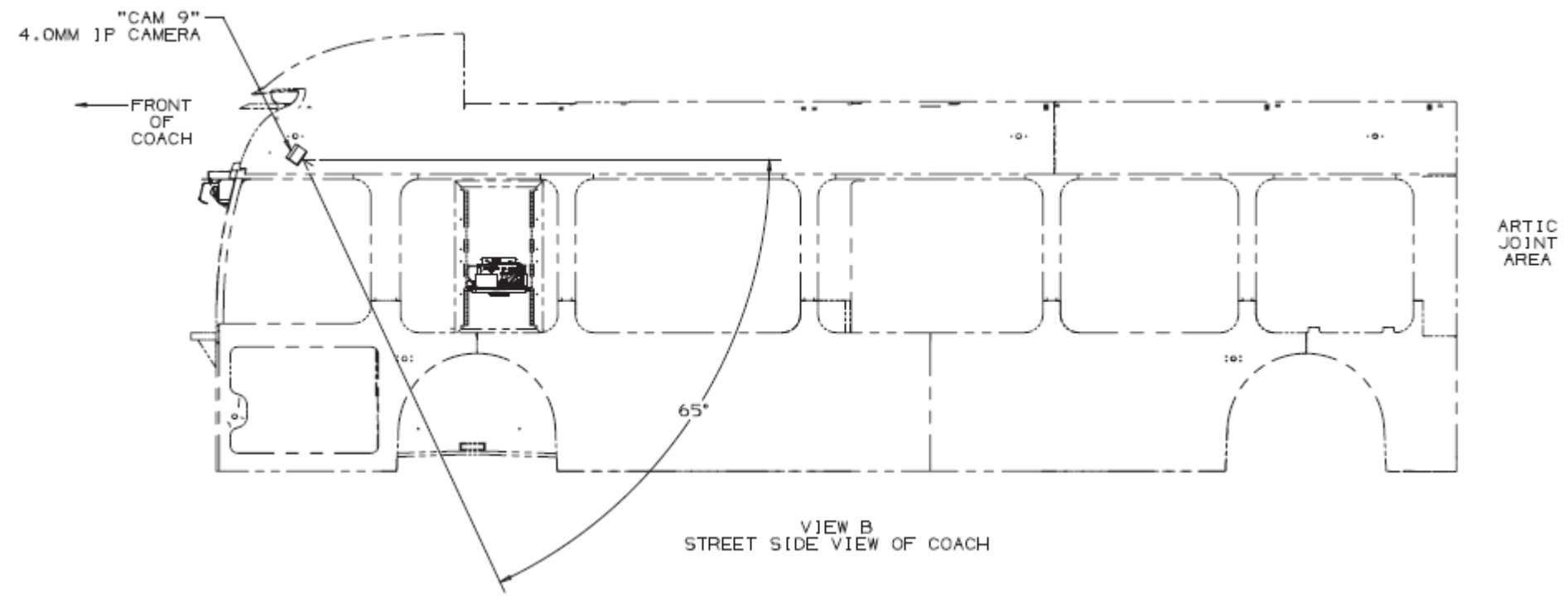
Camera Layout for 60-ft Hybrid bus





Camera Layout for 60-ft Trolley bus





*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

13.7 ATTACHMENT 7: ALLISON SPECIFIC OVERHAUL REFERENCE DOCUMENT

*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

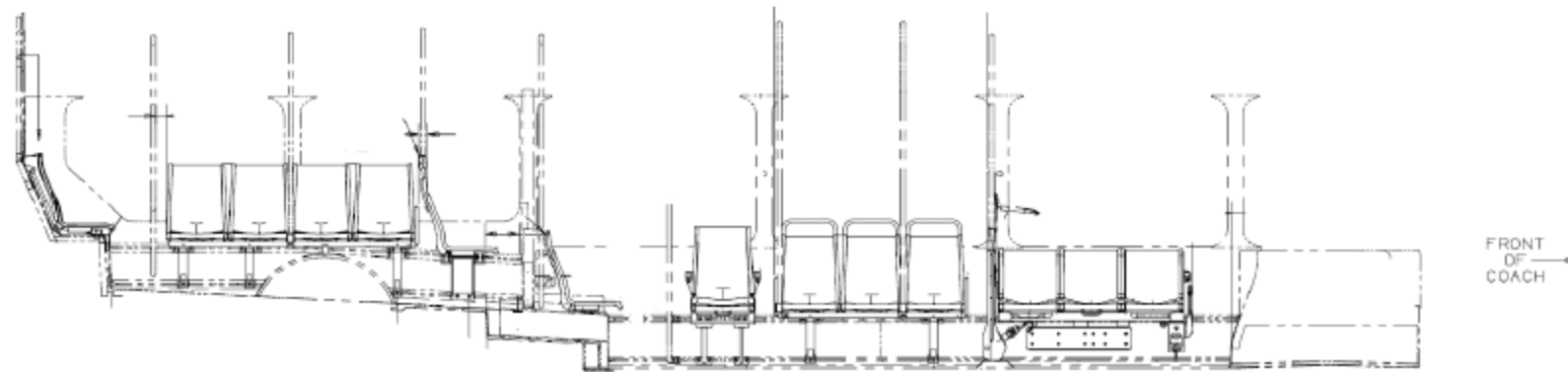
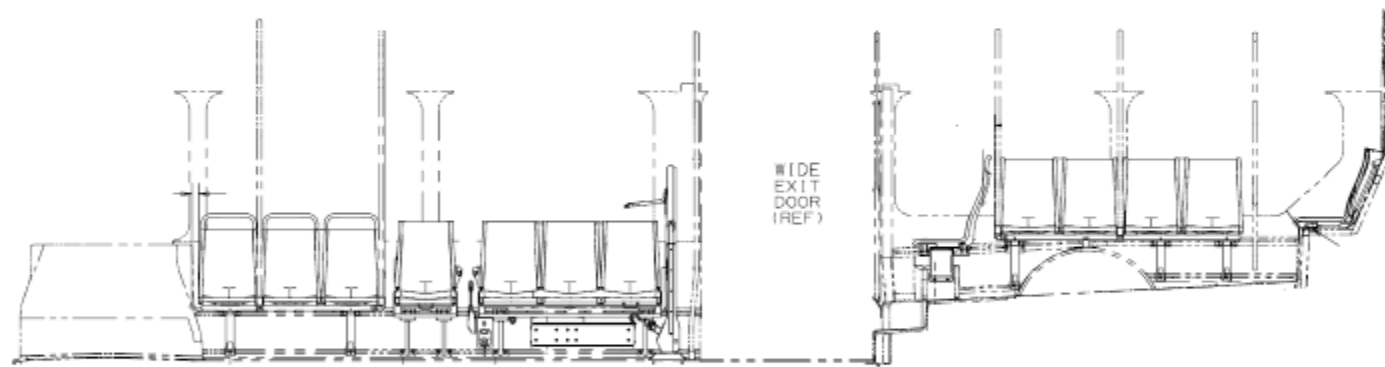
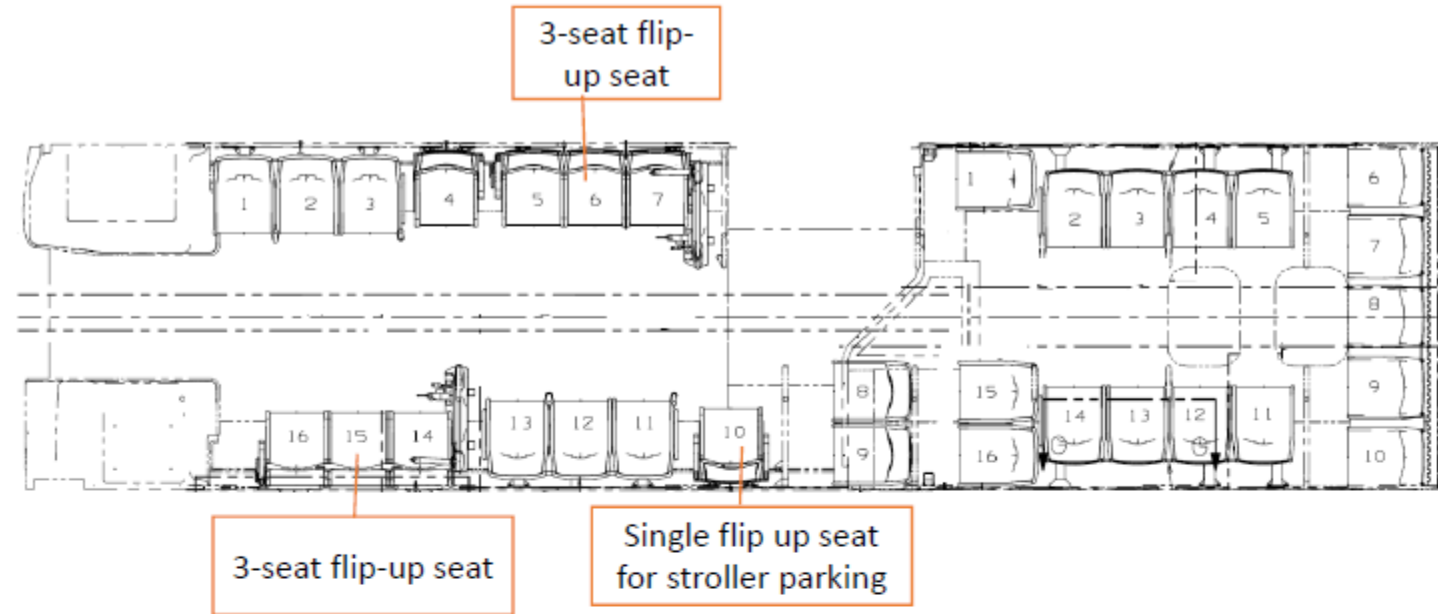
13.8 ATTACHMENT 8: BAE SPECIFIC OVERHAUL PROCEDURES

*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

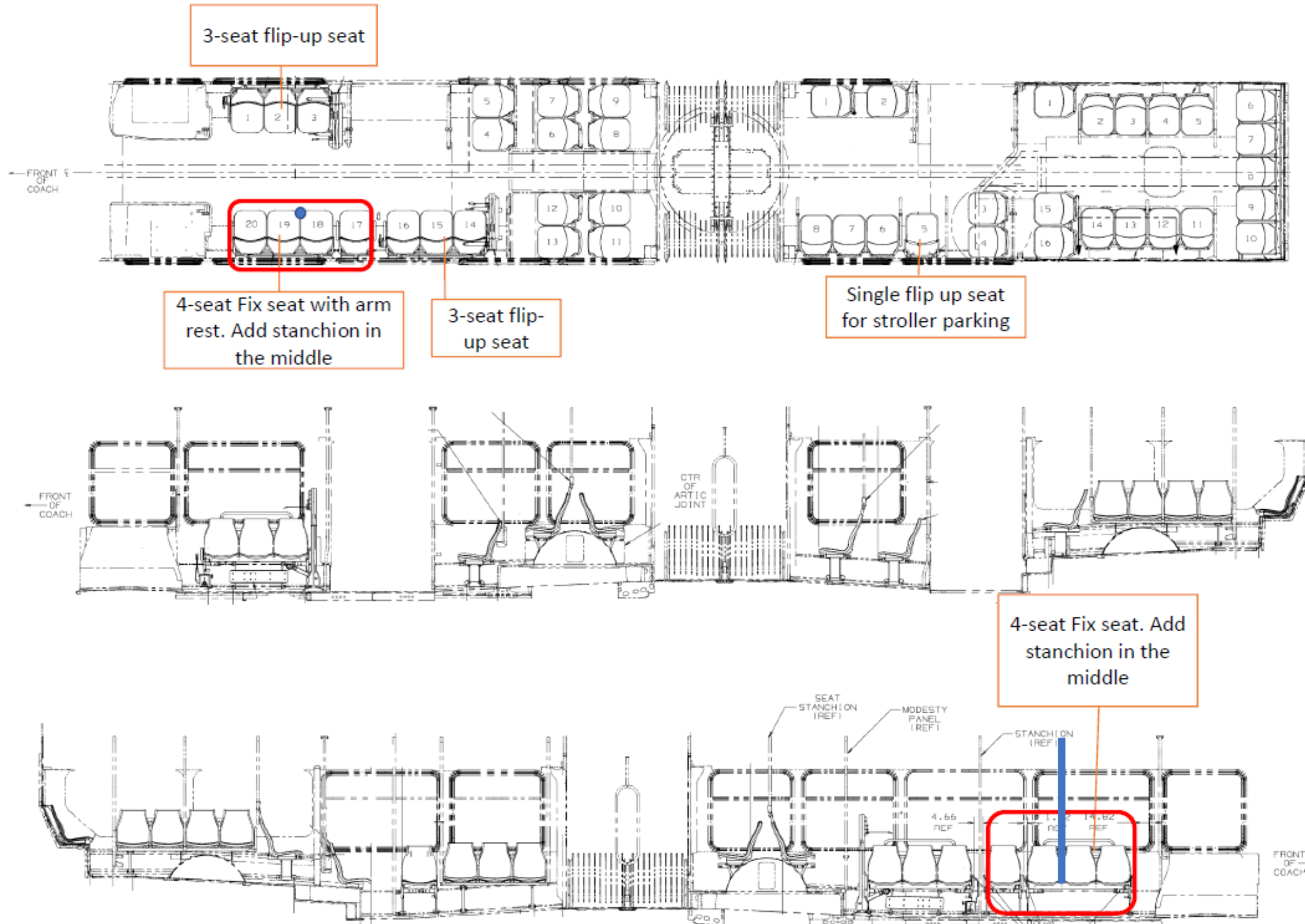
13.9 ATTACHMENT 9: KIEPE SPECIFIC OVERHAUL PROCEDURES

13.10 ATTACHMENT 10: SEATING CONFIGURATION

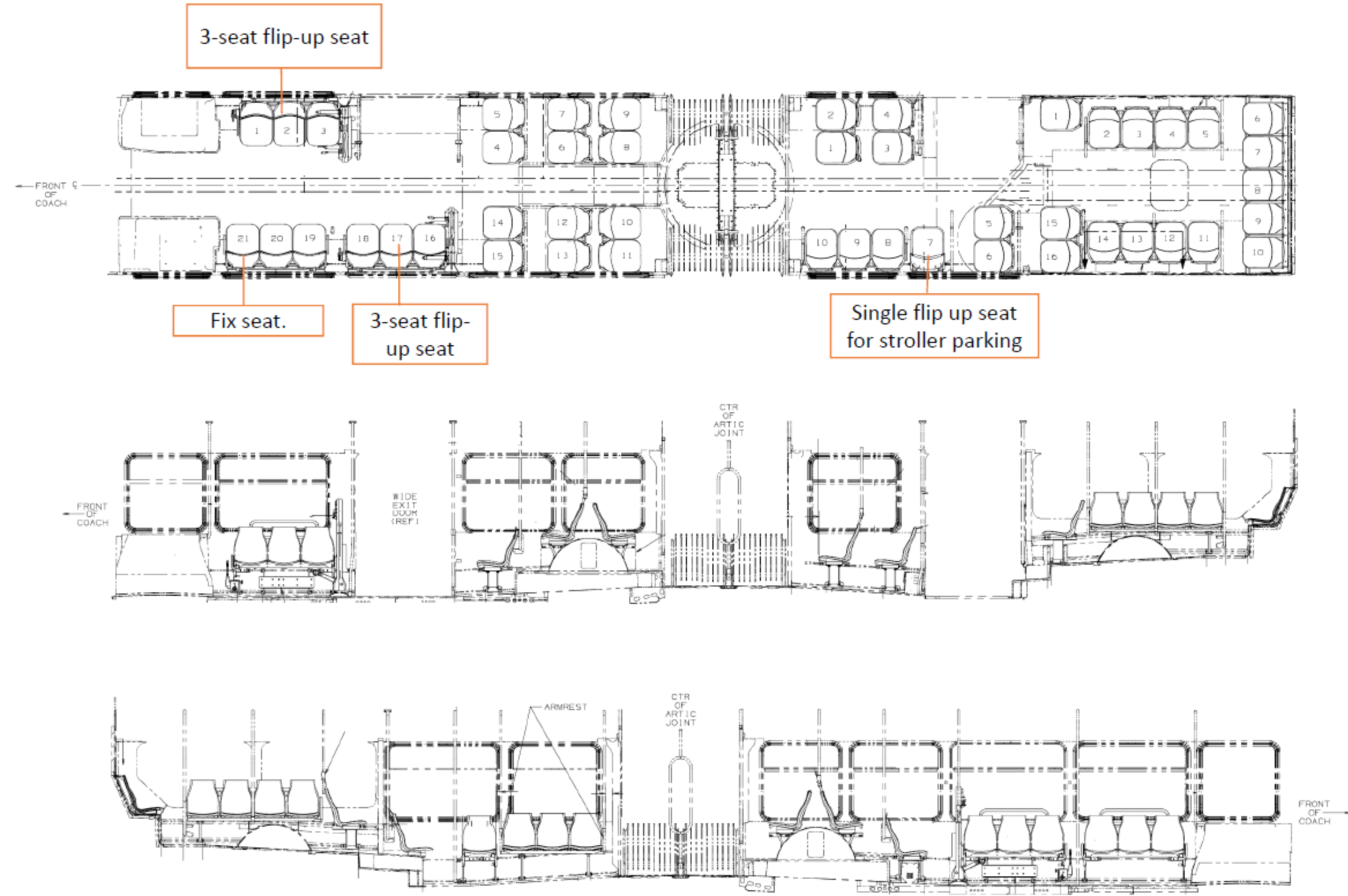
40-ft Hybrid seating and stanchion layout



60-ft Hybrid Seating and Stanchion layout



60-ft Trolley seat and Stanchion Layout

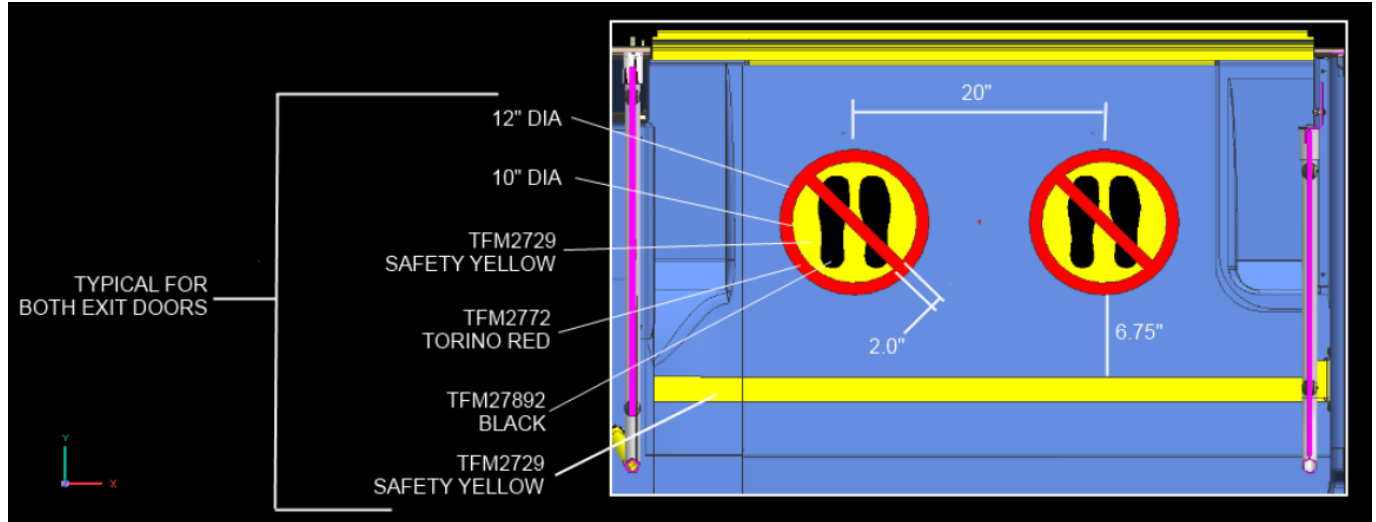


*MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES*

13.11 ATTACHMENT 11: COACH OVERHAUL MATRIX

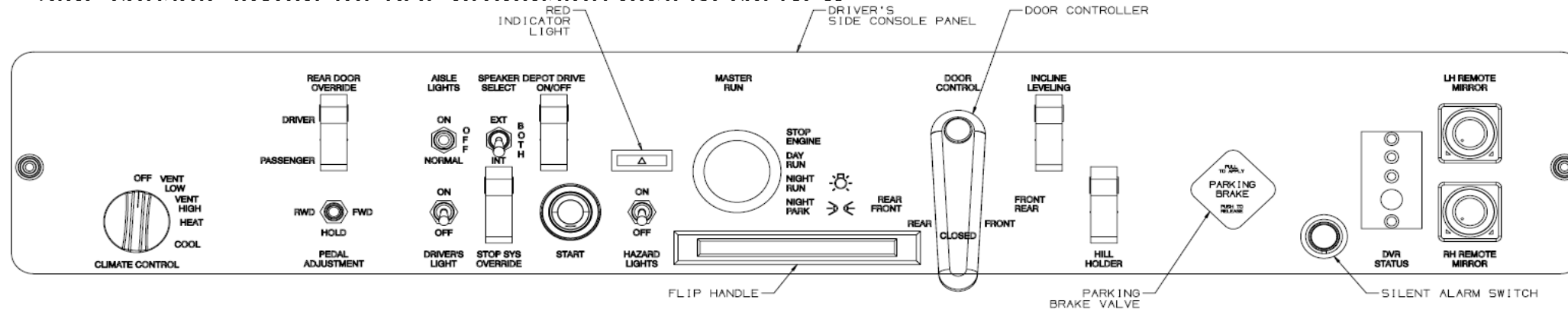
MID-LIFE OVERHAUL OF THE 40' & 60' HYBRID ELECTRIC COACHES
AND 60' ELECTRIC TROLLEY COACHES

13.12 ATTACHMENT 12: DO NOT STAND EXIT AREA FLOORING DECAL

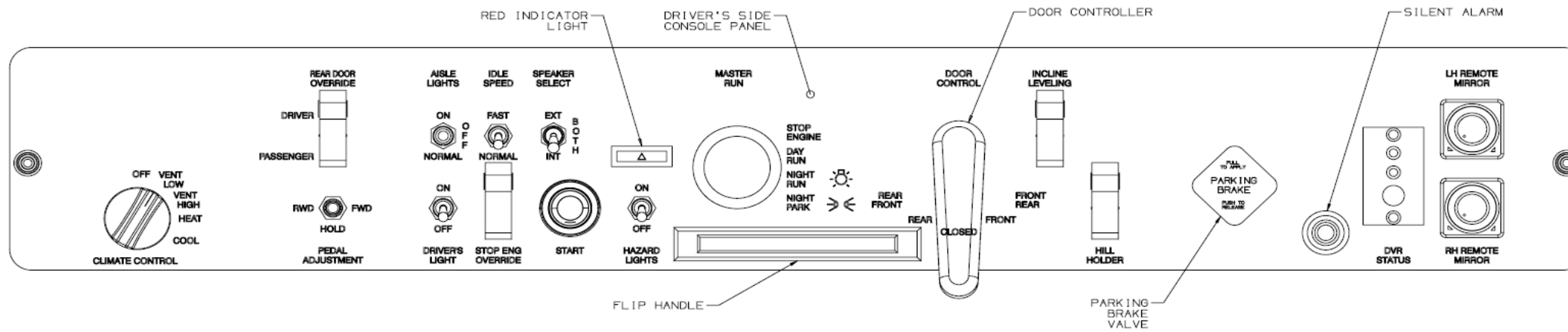


13.13 ATTACHMENT 13: SIDE CONSOLE LAYOUT

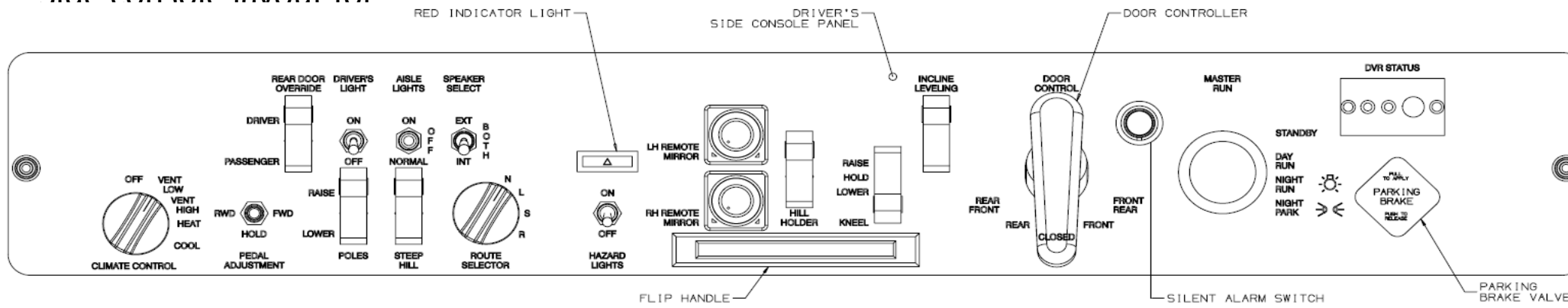
Side console layout for BAF propulsion bus. Decal New



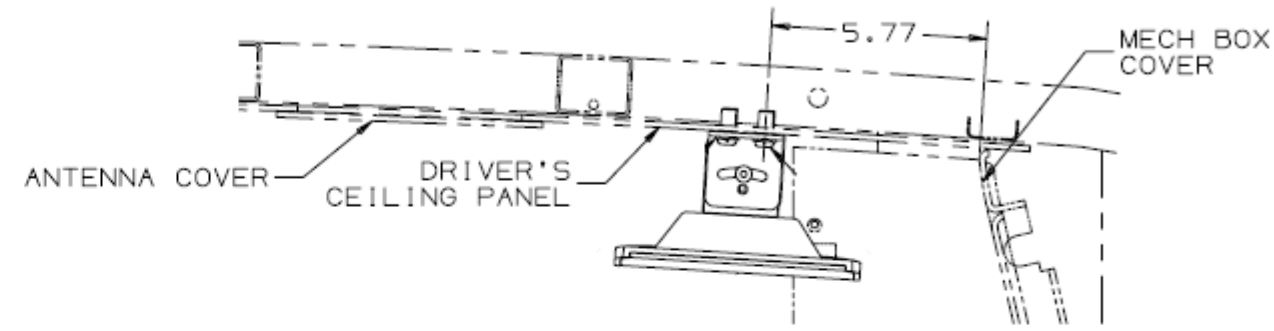
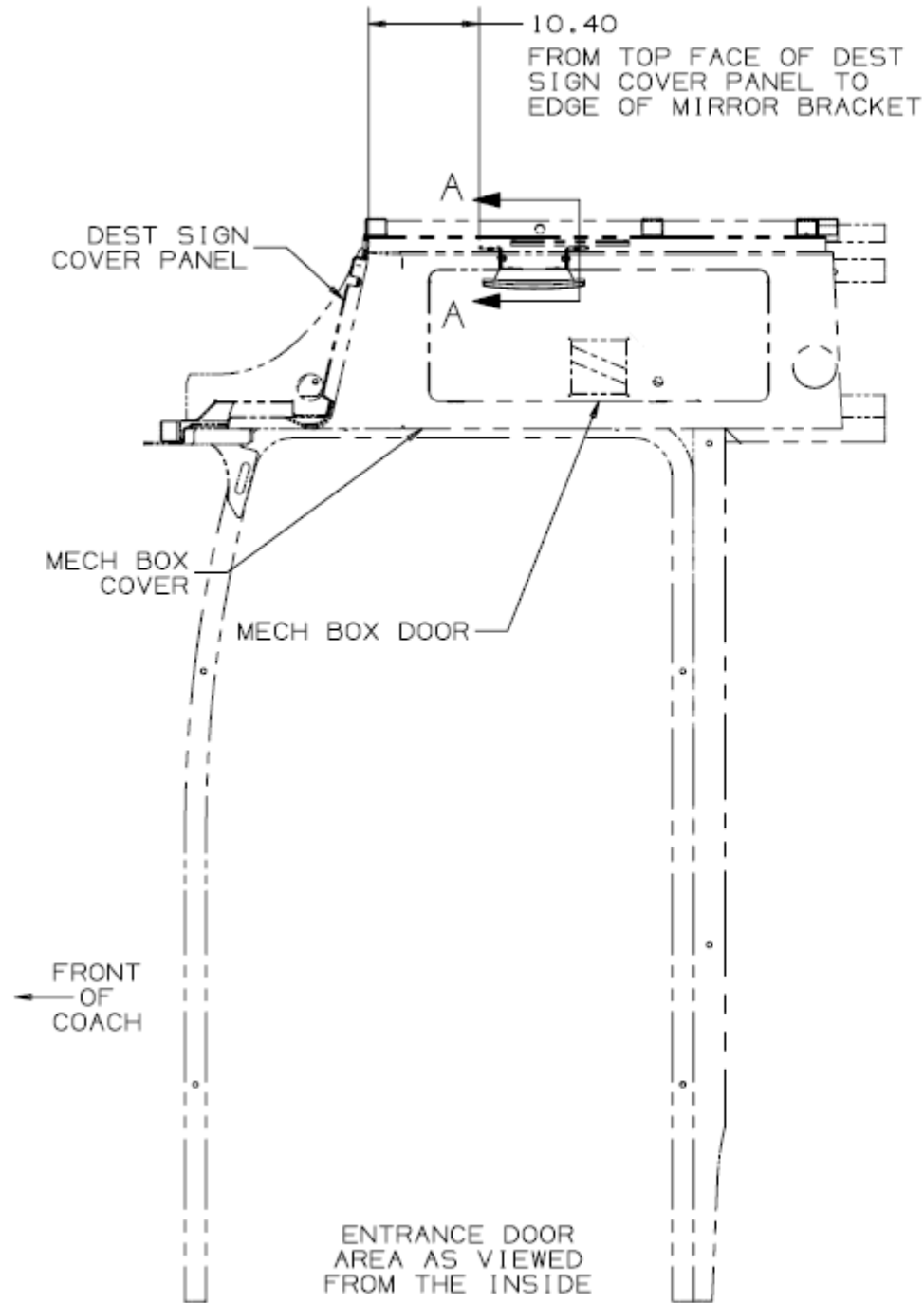
Side console layout for Allison propulsion bus. Decal New



Side console layout for



13.14 ATTACHMENT 14: ENTRANCE DOOR MIRROR



SECTION A - A
SCALE 1:3
SOME STRUCTURE REMOVED
FOR CLARITY

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

Agreement between the City and County of San Francisco and

[Insert name of Contractor]

SFMTA-2019-50

Table of Contents

ARTICLE 1: DEFINITIONS..... 2

ARTICLE 2: TERM OF THE AGREEMENT 5

ARTICLE 3: FINANCIAL MATTERS..... 6

 3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation 6

 3.2 Guaranteed Maximum Costs 6

 3.3 Compensation 6

 3.3.1 Progress Payment.....6

 3.3.2 Payment Limited to Satisfactory Services.....7

 3.3.3 Withhold Payments7

 3.3.4 Invoice Format.....7

 3.3.5 Reserved7

 3.3.6 Getting Paid for Goods and/or Services from the City.....7

 3.3.7 Grant-Funded Contracts8

 (a) Disallowance 8

 (b) FTA Requirements 8

 3.4 Audit and Inspection of Records 8

 3.5 Submitting False Claims 8

ARTICLE 4: SERVICES AND RESOURCES 9

 4.1 Services Contractor Agrees to Perform 9

 4.2 Qualified Personnel 9

 4.3 Subcontracting 9

 4.4 Independent Contractor; Payment of Employment Taxes and 9

 4.4.1 Independent Contractor9

 4.4.2 Payment of Employment Taxes and Other Expenses10

 4.5 Assignment 11

4.6 Warranty	11
4.7 Liquidated Damages	11
4.8 Performance and Payment Security	12
4.8.1 Bonds.....	12
4.8.2 Requirements for Bonds	12
4.8 Performance and Payment Security	13
ARTICLE 5: INSURANCE AND INDEMNITY	13
5.1 Insurance.	13
5.2 Indemnification	15
ARTICLE 6: LIABILITY OF THE PARTIES.....	16
6.1 Liability of City	16
6.2 Liability for Use of Equipment	16
6.3 Liability for Incidental and Consequential Damages	16
ARTICLE 7: PAYMENT OF TAXES	16
ARTICLE 8: TERMINATION AND DEFAULT	17
8.1 Termination for Convenience	17
8.2 Termination for Default; Remedies	19
8.3 Non-Waiver of Rights	20
8.4 Rights and Duties upon Termination or Expiration	20
ARTICLE 9: RIGHTS IN DELIVERABLES.....	21
9.1 Ownership of Results	21
9.2 Works for Hire	21
ARTICLE 10: ADDITIONAL REQUIREMENTS INCORPORATED BY REFERENCE	22
10.1 Laws Incorporated by Reference	22
10.2 Conflict of Interest	22
10.3 Prohibition on Use of Public Funds for Political Activity	22
10.4 Reserved	23

10.5	Nondiscrimination Requirements	23
10.5.1	<i>Non Discrimination in Contracts</i>	23
10.5.2	<i>Nondiscrimination in the Provision of Employee Benefits</i>	23
10.6	Small Business Enterprise Program	23
10.6.1	<i>General</i>	23
10.6.2	<i>Compliance with SBE Program</i>	23
10.6.3	<i>Non-Discrimination in Hiring</i>	23
10.7	Minimum Compensation Ordinance	24
10.8	Health Care Accountability Ordinance	24
10.9	First Source Hiring Program	24
10.10	Alcohol and Drug-Free Workplace	24
10.11	Limitations on Contributions	24
10.12	Reserved. (Slavery Era Disclosure)	25
10.13	Reserved. (Working with Minors)	25
10.14	Consideration of Criminal History in Hiring and Employment Decisions	25
10.15	Public Access to Nonprofit Records and Meetings	26
10.16	Food Service Waste Reduction Requirements	26
10.17	Reserved. (Sugar-Sweetened Beverage Prohibition)	26
10.18	Tropical Hardwood and Virgin Redwood Ban	26
10.19	Reserved. (Preservative Treated Wood Products)	26
	ARTICLE 11: GENERAL PROVISIONS	26
11.1	Notices to the Parties	26
11.2	Compliance with Americans with Disabilities Act	27
11.3	Reserved	27
11.4	Sunshine Ordinance	27
11.5	Modification of this Agreement	27

11.6 Dispute Resolution Procedure	27
11.6.1 Negotiation; Alternative Dispute Resolution	27
11.6.2 Government Code Claim Requirement	28
11.7 Agreement Made in California; Venue	28
11.8 Construction	28
11.9 Entire Agreement	28
11.10 Compliance with Laws	28
11.11 Severability	28
11.12 Cooperative Drafting	28
11.13 Order of Precedence	29
ARTICLE 12: SFMTA SPECIFIC TERMS	29
12.1 Large Vehicle Driver Safety Training Requirements	29
ARTICLE 13: DATA AND SECURITY	29
13.1 Nondisclosure of Private, Proprietary or Confidential Information	29
13.2 Reserved. (Payment Card Industry (PCI) Requirements)	30
13.3 Reserved. (Business Associate Agreement)	30
ARTICLE 14: MACBRIDE PRINCIPLES AND SIGNATURE	30
14.1 MacBride Principles -Northern Ireland	30

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

**Agreement between the City and County of San Francisco and
[Insert name of contractor]
Contract No. SFMTA-2019-50**

This Agreement is made this [insert day] day of [insert month], 20 [insert year], in the City and County of San Francisco, State of California, by and between [name and corporate business status and address of Contractor (e.g., “ABC, Inc., a California corporation”)] (Contractor) and the City and County of San Francisco (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to obtain the services of a qualified firm to perform system replacement and overhaul/rehabilitation for up to 160 standard (40') Hybrid Electric New Flyer vehicles Coaches, 111 articulated (60') Hybrid Electric New Flyer vehicles Coaches and 60 articulated (60') Electric Trolley vehicles Coaches, as described in the Request for Proposals ("RFP"), Volume 1, and in the Technical Specifications, Volume 2.

B. This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Pursuant to the Request for Proposals (RFP, which) was issued on [insert date], pursuant to which the City selected Contractor as the highest-qualified scorer.

C. There is a 10% Small Business Enterprise (SBE) subcontracting participation requirement for this Agreement.

D. Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement.

E. The City's Civil Service Commission approved Contract number No. [insert PSC number] for this Agreement on [insert date of Civil Service Commission action] Approval for this Agreement was obtained when the Civil Service Commission approved Contract number [insert PSC number] on [insert date of Civil Service Commission action].

→ Insert additional recitals as appropriate. For example, identify the Commission and/or Board approval action if applicable (e.g., contracts subject to award by a Commission, contracts subject to approval under Charter section 9.118, etc.).

Now, THEREFORE, the parties agree as follows:

Insert definitions for any terms specific to your contract that would need to be defined for better understanding of the term.

Article 1 Definitions

The following definitions apply to this Agreement. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth:

1.1 “Acceptance” means the formal written acceptanceAcceptance by the City that all Work, or a specific portion thereof, under the Contract has been satisfactorily completed.

1.2 “Agreement” or “Contract” means this contract document, including all attached appendices, any future amendments, and all applicable City Ordinances and Mandatory City Requirements that are specifically incorporated into this Agreement by reference as provided herein.

1.3 “Award” means notification from the City to Contractor of acceptanceAcceptance 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.

1.4 “Buses” or “Coaches” or “Vehicles” means the vehicles rehabilitated under this Contract.

1.5 “CCO” means the SFMTA Contract Compliance Office.

1.6 “City” or “the City” means the City and County of San Francisco, a municipal corporation.

1.7 “City Data” or “Data” means all data given to Contractor by City in the performance of this Agreement.

1.8

1.9 “CMD” means the Contract Monitoring Division of the City.

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the

California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.11 “Contract Administrator” means the contract administrator assigned to the Contract by the SFMTA, or his or her designated agent.

1.12 “Contractor” or “Consultant” means [insert name and address of contractor].

1.13 “Conditional Acceptance” means the circumstance in which a Vehicle has been delivered to SFMTA and placed in revenue service despite not having met all requirements for Acceptance.

1.14 “Conformed Contract Documents” means the Contract documents revised to incorporate information included in the Contractor's Proposal and accepted by the City.

1.15 “Contract Modification” means a written amendment to the Contract, agreed to by the City and Contractor, covering changes in the Conformed 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.

1.16 “Contractor” means [insert name and address of contractor].

1.17 “C&P” means SFMTA Contracts and Procurement.

1.18 “Correction” means the elimination of a Defect.

1.19 “Days” means calendar days, unless otherwise designated.

1.20 “Deliverables” means Contractor’s work product resulting from the Services that are provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Technical Specifications” attached as Volume 2.

1.21 “Defect” means any patent or latent malfunctions or failure in manufacture or design of any component or subsystem.

1.22 “Director” means the Director of Transportation of the SFMTA or his or her designee.

1.23 “Effective Date” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.24 “Engineer” means the SFMTA Engineer assigned to the Contract or his or her designated agent.

1.25 “Exterior Body Work” or “Body Work” means the repair of miscellaneous damage to the exterior of the Coaches.

1.26 “Final Acceptance” means the formal written acceptanceAcceptance by the Director of Transportation or his or her designee that all Contract Deliverables for the Contract have been satisfactorily completed and accepted.

1.27 “First Article Coach” means the first Coach on each Sales Release (SR) completed with the overhaul work.

1.28 “Force Account” refers to UnforeseeableUnforeseeable Work or Exterior Body Work performed on a time-and-materials basis when there is no existing agreement on cost.

1.29 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that which impose specific duties and obligations upon Contractor.

1.30 “Material and/or Equipment” means the Buses (including all parts and equipment installed in them) and other Deliverables furnished by the Contractor under the provisions of the Contract.

1.31 “Notice to Proceed” means written notice to the Contractor of the date on which it shall begin prosecution of the Work to be done under the Contract.

1.32 “Overhaul” or “Rehabilitation” means work performed by the Contractor to replace or rebuild major systems or components of the City’s Buses.

1.33 “Party” and “Parties” mean the City and Contractor either collectively or individually.

1.34 “Project Manager” means the project manager assigned to the Contract for the SFMTA, or his or her designated agent.

1.35 “Purchase Order” means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 2.1.

1.36 “Related Defect” means damages inflicted on any component or subsystem as a direct result of a Defect.

1.37 “Request for Proposals; RFP” means the Request for Proposals (Volumes 1 and 2) issued by the SFMTA on [insert date], for the system replacement and overhaul/rehabilitation for up to 160 standard (40’) Hybrid Electric New Flyer vehicles, 111 articulated (60’) Hybrid Electric New Flyer vehicles Coaches and 60 articulated (60’) Electric Trolley vehiclesCoaches, as amended by addenda.

1.38 “Resident Inspector” means any inspector or inspectors who may be assigned by the SFMTA Project Manager for the inspection of Work to be done under this Contract.

1.39 “San Francisco Municipal Transportation Agency” or “SFMTA” means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIII A of the City’s Charter.

1.40 “Subcontractor” or “Supplier” means 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.

1.41 “Technical Specifications” means the portion of the Conformed Contract Documents found in Volume 2 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.

1.42 “Unforeseeable Work” means any work performed by the Contractor that is not reasonably able to be anticipated or expected upon the delivery of the Coaches and that is not included in the Scope of Work found in the Technical Specifications.

1.43 “Work” means 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 Vehicles, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.44 “Working Days” means those 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.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date, and expire five years thereafter, unless earlier terminated as otherwise provided herein.

2.2 The City has an option to renew the Agreement for a period of up to three years. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

Article 3 Financial Matters

3.1 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 in the form of a Purchase Order, 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.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

3.3 Compensation.

3.3.1 Progress Payment. Contractor shall provide an invoice to the SFMTA pursuant to the Schedule set out in Exhibit C (Payment Milestones). The breakdown of charges associated with this Agreement appears in the Schedule of Prices (Exhibit A), incorporated by reference as though fully set forth herein. Compensation for Unforeseeable Work and Exterior Body Work shall be negotiated as a lump sum or, if the parties are unable to agree on an amount, on a force account basis with a maximum not-to-exceed amount, according to the provisions of Exhibit E. Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes has have been satisfactorily performed. Payment shall be made within 30 calendar Ddays of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies and no ".00"]. As described in Exhibit

C, the City will withhold 5% of the vehicle amount as retention until conclusion of the Agreement. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the electronic address specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System).

3.3.6 Getting Paid for Goods and/or Services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Grant-Funded Contracts.

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, 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 between Contractor and City.

(b) **FTA Requirements.** The provisions contained in "FTA Requirements for Personal Services and Procurement Contracts," (attached as Exhibit E) 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.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. 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 fewer 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform system replacement and overhaul/rehabilitation for up to 160 standard (40') Hybrid Electric New Flyer vehicles, 111 articulated (60') Hybrid Electric New Flyer vehicles and 60 articulated (60') Electric Trolley vehicles, as described in the Request for Proposals ("RFP"), Volume 1, and in the Technical Specifications, Volume 2, according to the Project Delivery Schedule set forth in Exhibit B. Contractor agrees to perform the Work provided for in the Conformed Contract Documents.. Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond those Services provided in Conformed Contract Documents, unless the Contract is modified as provided in Section 11.5 (Modification of this Agreement).

4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the applicable terms of Article 10 (Additional Requirements Incorporated by Reference) of this Agreement, and the FTA Requirements (Exhibit E). 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.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

4.3.3 Contractor does not intend to employ subcontractors.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times,

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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character, and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 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 Exhibit B and the Technical Specifications, Sections 12 or if Contractor fails to correct fleet defects in accordance with the Technical Specifications, Section 10.4, 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 the SFMTA. Liquidated damages imposed under this Agreement shall be in addition to any other damages that are recoverable by the City specified elsewhere in the Contract.

Item	Cost
------	------

Failure to deliver the Coaches by the times stated in Exhibit B	\$500 per Vehicle Coach per Day
Failure to deliver all other Project Deliverables (special tools, spare parts, and drawings)	\$500 per Day per Deliverable

4.8 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 4.8 by obtaining either the required bonds or an irrevocable letter of credit (Letter of Credit) in an equivalent amount.

4.8.1 Bonds

(a) Within 20 days following the receipt of a notice of tentative award of the 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 payment (labor and materials) bond each in an amount not less than 20 percent of the total 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 (b) below.

(b) From Acceptance by City of the last Coach, and throughout the warranty period of the last Coach accepted, Contractor shall provide a one-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 4.8.1(a) above.

4.8.2 Requirements for Bonds.

(a) 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 the SFMTA and to the Controller and Risk Manager of the City.

(b) 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 the 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 the 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

4.9 Spare Parts and Special Tools. The Contract amount shall include an allowance of \$1,000,000 for spare parts and \$1,000,000 for special tools to service the Vehicles overhauled under this Agreement. The Contractor shall provide to the SFMTA lists of recommended spare parts and special tools, along with prices for each item listed. The SFMTA may apply these allowances toward listed parts or tools, but may also use the allowance to purchase other parts or tools that are needed but not listed on the recommended lists. Prices shall remain firm for 24 months after Notice to Proceed.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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 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.
- (d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Bailee's insurance in a form appropriate for the nature of City property in the care, custody, or control of Contractor, on an all-risk form including earthquake and flood, for 100% of the replacement value.

(f) Cargo insurance in a form appropriate for the nature of City property while in transit, on an all-risk form including earthquake and flood for 100% of the replacement value.

5.1.2 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.

5.1.3 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 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

5.1.4 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.

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.9 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.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises 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, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the

patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (PAYMENT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges 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:

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 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.

8.1.2 Upon receipt of the notice of termination, 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:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by the SFMTA.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At the SFMTA’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts terminated. Upon

such assignment, the SFMTA 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.

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

(e) Completing performance of any Services that the SFMTA designates to be completed prior to the date of termination specified by the SFMTA.

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

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to the SFMTA an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services the SFMTA has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of the SFMTA, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

(d) 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 the SFMTA, and any other appropriate credits to the SFMTA against the cost of the Services or other work.

8.1.4 In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the SFMTA, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under 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 Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- 3.5 Submitting False Claims.
- 4.5 Assignment
- Article 5 Insurance and Indemnity
- Article 7 Payment of Taxes
- 10.10 Alcohol and Drug-Free Workplace
- 11.10 Compliance with Laws
- Article 13.1 Nondisclosure of Private, Proprietary or Confidential InformationData and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from the SFMTA to Contractor.

(c) 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.

(d) 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.

8.2.2 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, where applicable, 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent to the address set forth in Article 11, and in the manner prescribed in Article 11.

8.3 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.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services
3.3.7(a)	Grant Funded Contracts - Disallowance
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
Article 5	Insurance and Indemnity
6.1	Liability of City
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.1.6	Payment Obligation
9.1	Ownership of Results
9.2	Works for Hire
11.6	Dispute Resolution Procedure
11.7	Agreement Made in California; Venue
11.8	Construction
11.9	Entire Agreement
11.10	Compliance with Laws
11.11	Severability
Article 13.1	Nondisclosure of Private, Proprietary or Confidential InformationData and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall 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.

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship,

whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's

authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section **Reserved**.

10.5

10.6 Nondiscrimination Requirements

10.6.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.6.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.7 Small Business Enterprise Program.

10.7.1 General. The SFMTA is committed to a Small Business Enterprise Program (SBE Program) for the participation of SBEs in contracting opportunities. In addition, the Contractor must comply with all applicable federal regulations regarding Small Business Enterprise (SBE) participation, as set out in Title 49, Part 26 of the Code of Federal Regulations, with respect to SBEs performing work under this Agreement. More information on federal SBE requirements can be found on the internet at: <http://www.fta.dot.gov/civilrights/12326.html>.

10.7.2 Compliance with SBE Program. Consultant shall comply with the SBE provisions contained in **Appendix Exhibit E attached to this Agreement** and incorporated by reference as though fully set forth, including, but not limited to, achieving and maintaining the SBE goal set for the total dollar amount awarded for the services to be performed under this Agreement. Failure of Consultant to comply with any of these requirements shall be deemed a material breach of this Agreement.

10.7.3 Non-Discrimination in Hiring. Pursuant to City and SFMTA policy, Consultant is encouraged to recruit actively minorities and women for its

workforce and take other steps within the law, such as on-the-job training and education, to ensure non-discrimination in Consultant's employment practices.

10.8 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.9 Health Care Accountability Ordinance. Contractor agrees to comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.10 First Source Hiring Program. Contractor must 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, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.11 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701).

10.12 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting. By executing 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 the board of a state agency 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.13 Reserved. (Slavery Era Disclosure).

10.14 Reserved. (Working with Minors).

10.15 Consideration of Criminal History in Hiring and Employment Decisions

10.15.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions) of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.15.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.16 Reserved. (Public Access to Nonprofit Records and Meetings).

10.17 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.18 Reserved. (Sugar-Sweetened Beverage Prohibition).

10.19 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.20 Reserved. (Preservative Treated Wood Products).

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated 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: **[insert name or title of department contact person, name of department, mailing address, and e-mail address]**

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**
Any notice of default must be sent by overnight delivery service or courier, with a signature obtained at delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 (Notices to Parties) regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement

and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 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.

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

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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.

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

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, including amendments, the RFP, and Contractor's proposal dated [Insert Date of Proposal]. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, the order of precedence shall be (a) this Agreement and any amendments, (b) the RFP, and (c) the Contractor's proposal.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements.

12.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and Subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in

performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing 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 or confidential information.

13.2 Reserved. (Payment Card Industry (PCI) Requirements).

13.3 Reserved. (Business Associate Agreement).

Article 14 MacBride Principles And Signature

14.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>[company name]</p> <hr/> <p>[name of authorized representative] [title] [optional: address] [optional: city, state, ZIP]</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier number: [Supplier number]</p>
---	---

n:\ptc\as2019\1000419\01333011.docx

Exhibits

- A: Schedule of Prices
- B: Project Delivery Schedule
- C: Payment Milestones
- D: Force Account Provisions
- E: FTA Requirements

Exhibit A

Schedule 1 - 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.

No.	QTY	Description	Unit Price	Total Price
1	23	SR-1707 - 40-ft Allison Hybrid	\$ _____	\$ _____
2	39	SR-1709 - 40-ft BAE Hybrid	\$ _____	\$ _____
3	50	SR-1794 - 40-ft BAE Hybrid	\$ _____	\$ _____
4	60	SR-1849 - 60-ft Trolley Coach	\$ _____	\$ _____
5	55	SR-1907 - 60-ft Allison Hybrid	\$ _____	\$ _____
6	6	SR-1955 - 60-ft BAE Hybrid	\$ _____	\$ _____
7	25	SR-1961 - 60-ft Allison Hybrid	\$ _____	\$ _____
8	25	SR-1962 - 60-ft BAE Hybrid	\$ _____	\$ _____
9	24	SR-1963 - 40-ft Allison Hybrid	\$ _____	\$ _____
10	24	SR-1964 - 40-ft BAE Hybrid	\$ _____	\$ _____
11	10	As-Built Drawings, Updated Schematics, and Parts Lists (Per SR)	\$ _____	\$ _____
12	1	Special Tools	N/A	\$1,000,000 (fixed allowance)
13	1	Spare Parts	N/A	\$1,000,000 (fixed allowance)
14	1	Unforeseeable Work and Exterior Body Work	LS	\$5,500,000
Basis of Award (Items 1 through 14)			Grand Total	\$
Information Item (not included in evaluation)				
Hourly Rate for Unforeseeable Work and Exterior Body Work				\$

Schedule 1A - Spare Parts List

The contractor shall submit a recommended spare parts list with prices for SFMTA's approval. SFMTA reserves the right to add or remove items from the spare parts list.

Schedule 1B - Special Tools List

The contractor shall submit a recommended special tools list with prices for SFMTA's approval. SFMTA reserves the right to add or remove items from the special tools list.

Exhibit B

Project Delivery Schedule

Item	Calendar Days after Notice-to-Proceed							
	SR-1707	SR-1709	SR-1794	SR-1907 SR-1961	SR-1963	SR-1964	SR-1849	SR-1955 SR-1962
Pick- Up of First Article Coach	15	15	105	303	303	451	633	771
Delivery of completed First Article Coach	125	125	215	413	413	561	743	881
Conditional Acceptance and Approval of First Article Coach	215	215	305	503	503	651	833	971
Begin overhaul of remaining Coaches	217	217	307	505	505	653	835	973
Delivery of the last Coach	341	553	539	1027	721	869	1243	1201
Submittal of final as-built drawings, updated schematics, and parts lists	341	553	539	1027	721	869	1243	1201

Item	Calendar Days after Notice-to-Proceed
Submittal of draft recommended spare parts and special tools lists	365
Delivery of spare parts and special tools	730

Deliveries:

Note 1: Actual item due dates will be determined after the First Article Coaches have been presented and changes to the scope of work have been finalized and negotiated.

Note 2: All deliveries to the SFMTA shall be to the SFMTA’s Marin facility during weekday working hours, Monday through Friday, 7 a.m. – 3 p.m., except SFMTA holidays, or as otherwise specified in writing by the SFMTA. Contractor shall provide at least 48 hours-notice to the SFMTA prior to delivery.

Note 3: Due to service demands, the SFMTA can only allow up to 12 Coaches at the Contractor’s site at any one time. Contractor shall not deliver more than three Coaches to the SFMTA at any one time.

Note 4: The Coach will have to pass inspection and Acceptance testing by the SFMTA before being put back into revenue service. The SFMTA reserves the right to not release scheduled Coaches for rehabilitation if one or more rehabilitated Coaches fails to meet SFMTA requirements.

Exhibit C

Payment Milestones

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

Item 1 – Rehabilitation of one First Article Coach for each SR

(a) Authorization by SFMTA to ship one First Article Coach for SR-1707 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 1 as per approved Price Schedule
(b) Authorization by SFMTA to ship one First Article Coach for SR-1709 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 2 as per approved Price Schedule
(c) Authorization by SFMTA to ship one First Article Coach for SR-1794 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 3 as per approved Price Schedule
(d) Authorization by SFMTA to ship one First Article Coach for SR-1849 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 4 as per approved Price Schedule
(e) Authorization by SFMTA to ship one First Article Coach for SR-1907 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 5 as per approved Price Schedule
(f) Authorization by SFMTA to ship one First Article Coach for SR-1955 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 6 as per approved Price Schedule
(g) Authorization by SFMTA to ship one First Article Coach for SR-1961 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 7 as per approved Price Schedule
(h) Authorization by SFMTA to ship one First Article Coach for SR-1962 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 8 as per approved Price Schedule
(i) Authorization by SFMTA to ship one First Article Coach for SR-1963 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 9 as per approved Price Schedule
(j) Authorization by SFMTA to ship one First Article Coach for SR-1964 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 10 as per approved Price Schedule

Item 2 – Conditional Acceptance of each First Article Coach for each SR

(a) Conditional Acceptance of one First Article Coach for SR-1707 as approved by SFMTA	35% of Unit Price for Item 1 as per approved Price Schedule
(b) Conditional Acceptance of one First Article Coach for SR-1709 as approved by SFMTA	35% of Unit Price for Item 2 as per approved Price Schedule
(c) Conditional Acceptance of one First Article Coach for SR-1794 as approved by SFMTA	35% of Unit Price for Item 3 as per approved Price Schedule
(d) Conditional Acceptance of one First Article Coach for SR-1849 as approved by SFMTA	35% of Unit Price for Item 4 as per approved Price Schedule
(e) Conditional Acceptance of one First Article Coach for SR-1907 as approved by SFMTA	35% of Unit Price for Item 5 as per approved Price Schedule
(f) Conditional Acceptance of one First Article Coach for SR-1955 as approved by SFMTA	35% of Unit Price for Item 6 as per approved Price Schedule
(g) Conditional Acceptance of one First Article Coach for SR-1961 as approved by SFMTA	35% of Unit Price for Item 7 as per approved Price Schedule
(h) Conditional Acceptance of one First Article Coach for SR-1962 as approved by SFMTA	35% of Unit Price for Item 8 as per approved Price Schedule

(i) Conditional Acceptance of one First Article Coach for SR-1963 as approved by SFMTA	35% of Unit Price for Item 9 as per approved Price Schedule
(j) Conditional Acceptance of one First Article Coach for SR-1964 as approved by SFMTA	35% of Unit Price for Item 10 as per approved Price Schedule

Item 3 – Rehabilitation of Coaches following the First Article Coach for each SR

(a) Authorization by SFMTA to ship each Coach from SR-1707 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 1 as per approved Price Schedule
(b) Authorization by SFMTA to ship each Coach from SR-1709 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 2 as per approved Price Schedule
(c) Authorization by SFMTA to ship each Coach from SR-1794 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 3 as per approved Price Schedule
(d) Authorization by SFMTA to ship each Coach from SR-1849 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 4 as per approved Price Schedule
(e) Authorization by SFMTA to ship each Coach from SR-1907 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 5 as per approved Price Schedule
(f) Authorization by SFMTA to ship each Coach from SR-1955 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 6 as per approved Price Schedule
(g) Authorization by SFMTA to ship each Coach from SR-1961 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 7 as per approved Price Schedule
(h) Authorization by SFMTA to ship each Coach from SR-1962 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 8 as per approved Price Schedule
(i) Authorization by SFMTA to ship each Coach from SR-1963 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 9 as per approved Price Schedule
(j) Authorization by SFMTA to ship each Coach from SR-1964 as described in Section 11.5.1 of the Technical Specifications	60% of Unit Price for Item 10 as per approved Price Schedule

Item 4 – Conditional Acceptance of Coaches following the First Article Coach for each SR

(a) Conditional Acceptance of each Coach from SR-1707 as approved by SFMTA	35% of Unit Price for Item 1 as per approved Price Schedule
(b) Conditional Acceptance of each Coach from SR-1709 as approved by SFMTA	35% of Unit Price for Item 2 as per approved Price Schedule
(c) Conditional Acceptance of each Coach from SR-1794 as approved by SFMTA	35% of Unit Price for Item 3 as per approved Price Schedule
(d) Conditional Acceptance of each Coach from SR-1849 as approved by SFMTA	35% of Unit Price for Item 4 as per approved Price Schedule
(e) Conditional Acceptance of each Coach from SR-1907 as approved by SFMTA	35% of Unit Price for Item 5 as per approved Price Schedule
(f) Conditional Acceptance of each Coach from SR-1955 as approved by SFMTA	35% of Unit Price for Item 6 as per approved Price Schedule
(g) Conditional Acceptance of each Coach from SR-1961 as approved by SFMTA	35% of Unit Price for Item 7 as per approved Price Schedule
(h) Conditional Acceptance of each Coach from SR-1962 as approved by SFMTA	35% of Unit Price for Item 8 as per approved Price Schedule
(i) Conditional Acceptance of each Coach from SR-1963 as approved by SFMTA	35% of Unit Price for Item 9 as per approved Price Schedule

(j) Conditional Acceptance of each Coach from SR-1964 as approved by SFMTA	35% of Unit Price for Item 10 as per approved Price Schedule
--	--

Item 5 – Delivery of Special Tools, Spare Parts, and Drawings

The City will make payments for contract deliverables following delivery and acceptance of the deliverables (see Spare Parts, Special Tools, and Drawings Delivery Procedure, Section 12.1.4 of this Agreement).

Item 6 – Final Acceptance of all coaches and delivery of all contract deliverables

Final Acceptance of all Coaches and delivery of Items 11, 12 & 13	5% of Total Price from Items 1 through 10
---	---

Item 7 – Unforeseeable Work and Exterior Body Work

The City will make payments for unforeseeable work and Exterior Body Work following the completion and approval of the agreed-upon work by the SFMTA.

Exhibit D

FORCE ACCOUNT PROVISIONS

- A. General: When Unforeseeable Work and Body Work are to be paid for on a Force Account basis, compensation will be determined as set forth herein.
1. The City will direct Contractor to proceed with the work on a Force Account basis, and the City will establish a "not to exceed" budget. To the extent feasible, the City and Contractor shall agree on the total number of hours to perform the Unforeseeable Work or Body Work.
 2. All requirements regarding direct costs and markup for overhead and profit provided below shall apply to Force Account Work. However, the City will pay only the actual necessary costs substantiated by the Contractor and verified by the City.
 3. Contractor shall be responsible for all costs related to the documentation, data preparation, and administration of Force Account Work.
- B. Direct Costs:
1. Labor: Labor rates shall be paid at [REDACTED] an hour. This is a fully burdened rate (including fringe benefits, Federal Insurance Contributions Act payments, Federal and State Unemployment taxes, and net actual premium paid for public liability, worker's compensation, property damage, and other forms of insurance required by the City); and includes all costs for overhead and profit.
 2. Materials: The City will pay Contractor only for those materials furnished by Contractor and directly required for performing the Unforeseeable Work or Body Work. The cost of such materials shall be the direct cost, including sales tax, to the purchaser, and may include the cost of transportation, but delivery charges will not be allowed unless the delivery is specifically required for the Unforeseeable Work or Body Work. If a trade discount by an actual supplier is available to Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly or in part by Contractor, payment for the materials shall not exceed the current wholesale price for the materials as determined by the City. The term "trade discount" includes the concept of cash discounting.
- C. Contractor's Markup on Materials: The following limitations shall apply to Contractor's markup on all materials:
1. The total markup shall equal a maximum of 10 percent of Contractor's direct costs, as defined in B.2 above. No extra markup may be taken for the costs of subcontractors or suppliers.
 2. Decreases in Work: For Unforeseeable Work or Body Work that results in a net decrease in direct costs for work performed by Contractor, the City shall receive a

credit based on (a) the actual net decrease in labor costs and materials and (b) 10 percent of the direct cost credit amount attributable to materials.

3. When both additions and credits are involved, Contractor's markup shall be computed on the basis of its direct costs and labor productivity for the net change in the quantity of the Unforeseeable Work or Body Work.

- D. Records: Contractor shall maintain detailed records of all Unforeseeable Work or Body Work done on a Force Account basis and supply a summary to City of all Force Account work performed on a weekly basis.

Exhibit E

FTA REQUIREMENTS FOR FEDERALLY FUNDED PERSONAL SERVICES AND 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. 2 C.F.R §§ 200.318(i) and 200.333.

IV. DEBARMENT AND SUSPENSION

See Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

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:

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.

VII. DBE/SBE ASSURANCES

VIII. 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:

IX. 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.

X. PATENT RIGHTS (*applicable to contracts for experimental, research, or development projects financed by FTA*)

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the FTA.

B. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

C. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

XI. RIGHTS IN DATA AND COPYRIGHTS (Applicable to contracts for planning, research, or development financed by FTA)

A. Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

B. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of this Agreement.

1. Publication of Data. Except for its own internal use in conjunction with the Agreement, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

2. Federal License. In accordance with 49 CFR §§ 18.34 and 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, "for Federal Government purposes," any subject data or copyright described below. As used in the previous sentence, "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party:

a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by City or Contractor using Federal assistance in whole or in part provided by FTA.

3. FTA Intention. When FTA awards Federal assistance for a experimental, research or developmental work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in the work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, research, or developmental work required by the underlying Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, research, or developmental work which is the subject of this Agreement is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined in Subsection a. above and shall be delivered as the Federal Government may direct. This subsection does not apply to adaptations of automatic data processing equipment or programs for the City's use the costs of which are financed with Federal transportation funds for capital projects.

4. Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the Federal Government.

5. Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Application to Data Incorporated into Work. The requirements of Subsections (2), (3) and (4) of this Section do not apply to data developed by the City or Contractor and incorporated into the work carried out under this Agreement, provided that the City or Contractor identifies the data in writing at the time of delivery of the work.

7. Application to Subcontractors. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

C. Provision of Rights to Government. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

D. Flow Down. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

XII. CONTRACT WORK HOURS AND SAFETY STANDARDS *(applicable to nonconstruction 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 therefore 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.

XIII. 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.

XIV. 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.

XV. 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.

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.

XVI. 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.

XVII. 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.

XVIII. TERMINATION FOR CONVENIENCE OF CITY (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

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

See Agreement Terms and Conditions.

XX. 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 (\$150,000 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS (*applies to contracts for rolling stock*)

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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS *(applicable to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator)*

A. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection A, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this clause.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions

determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

3. Transit Employee Protective Requirements for Projects

Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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

A. 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.

B.

XXX. TEXTING WHILE DRIVING; DISTRACTED DRIVING

XXXI. 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.

XXXII. 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.