



City and County of
San Francisco



**Request for Proposals for
On-Call Consultant for Grant Writing and
Administration**

**RFP No. SFMTA-2025-02-LOC
EVENT ID: SFGOV-0000009440**

(CCO No. 24-1622)

Date Issued: **September 25, 2024**
Pre-Proposal Conference: **October 8, 2024 at 2:00 PM PT**
Deadline for Questions: **October 15, 2024 at 5:00 PM PT**
Proposal Due: **November 12, 2024 at 5:00 PM PT**

Contract Administrator: **Gracia Liunita**
Contract Analyst, SFMTA
Phone: (415) 646-2214
Email: Gracia.Liunita@sfmta.com

**San Francisco Municipal Transportation Agency (SFMTA)
Request for Proposals for On-Call Consultant for Grant Writing and
Administration**

Table of Contents

	Page
I. Introduction and Schedule.....	6
A. General	6
B. Selection Overview	6
C. Anticipated Contract Term.....	7
D. Anticipated Contract Not-to-Exceed Amount.....	7
E. Indefinite Quantity, As-Needed Contract.....	7
F. Reserved. (Cooperative Agreement).....	7
G. RFP Schedule	7
H. City’s Social Policy Requirements.....	8
1. Proposers Unable to do Business with the City	8
2. Other Social Policy Provisions.....	8
I. City Supplier Registration.....	8
II. Scope of Work.....	9
A. Grant Writing	9
B. Grant Administration.....	10
C. Task Order Process.....	10
1. As-Needed Task Order Requirements.....	10
D. Reserved. (Sections Applicable to Goods).....	12
III. Minimum Qualifications	13
IV. Submission Requirements	15
A. Time and Place for Submission of Proposals.....	15
B. Proposal Content and Format	15
C. Part 1 – Written Proposal	16
1. Introduction and Executive Summary (up to 2 pages).....	16
2. Supplier Information (up to 1 page).....	16
3. Minimum Qualifications Documentation (up to 2 pages).....	17

4.	Project Approach (up to 2 pages, excluding samples/exhibits).....	17
5.	Firm Qualifications (Prime Consultant and Subcontractors) (up to 2 pages).....	17
6.	Past Projects (up to 4 pages)	17
7.	Individual Team Member Qualifications (up to 8 pages)	18
D.	Part 2 – Contract Monitoring Division (CMD) Attachment 2	19
E.	Part 3 – Cost Proposal	19
1.	Price Discrepancies	20
2.	Reserved. (Price Lists)	20
V.	Evaluation and Selection Criteria.....	21
A.	Initial Screening	21
B.	Overall Evaluation Process	21
C.	Selection Criteria.....	22
1.	Completeness and Organization of Proposal Submission (5 points).....	22
2.	Project Approach (15 points)	22
3.	Firm Qualifications (Prime Consultant and Subcontractors) (20 points).....	22
4.	Past Projects (25 points).....	22
5.	Individual Team Member Qualifications (35 points).....	23
6.	Cost Proposal (10 points)	23
7.	Oral Interview (10 points).....	23
D.	Application of LBE Bid Discount/Rating Bonus	24
1.	LBE Bid Discount/Rating Bonus	24
2.	Reserved. (Anticipated Local Tax Revenue (Admin Code Section 21.32) Discount	24
VI.	Pre-Proposal Conference.....	25
A.	Pre-Proposal Conference.....	25
B.	Proposer Questions and Requests for Clarification.....	26
VII.	Contract Award	27
VIII.	Insurance and Bonds	28
A.	Insurance	28
B.	Reserved. (Proposal Bond).....	28
C.	Reserved. (Performance Bond)	28
D.	Reserved. (Fidelity Bond)	28
E.	Failure to Provide Insurance	28
IX.	Terms and Conditions for Receipt of Proposals.....	29

A.	Cybersecurity Risk Assessment	29
B.	Errors and Omissions in RFP	29
C.	Inquiries Regarding RFP	29
D.	Objections to RFP Terms	29
E.	RFP Addenda	30
F.	Proposal Term	30
G.	Revision to Proposal.....	30
H.	Proposal Errors and Omissions	31
I.	Financial Responsibility	31
J.	Proposer’s Obligations under the Campaign Reform Ordinance	31
K.	Limitation on Communications Prior to Contract Award	32
L.	Public Disclosure.....	33
M.	Public Access to Meetings and Records.....	33
N.	Reservations of Rights by the City.....	33
O.	No Waiver	34
P.	Other.....	34
Q.	Local Business Enterprise Requirements	35
	1. LBE Subcontracting Participation Requirements and Good Faith Efforts Requirements.....	35
	2. LBE Prime/JV Participation and Ratings Bonuses	36
	3. CMD LBE Forms	37
	4. Contract Compliance Officer	38
	5. LBE Payment and Utilization Tracking	38
R.	Employment Nondiscrimination and Economically Disadvantaged Workforce Hiring Provisions 38	
	1. General	38
	2. Nondiscrimination Provisions	39
	3. Non-Compliance with Article 131 Prior to Contract Award.....	39
	4. Complaints of Discrimination after Contract Award	40
	5. Trainees – SFMTA Employment Training Program.....	40
X.	Contract Requirements	42
	A. Standard Contract Provisions	42
	B. Nondiscrimination in Contracts and Benefits	42
	C. Minimum Compensation Ordinance	42
	D. Health Care Accountability Ordinance	42

E.	First Source Hiring Program	43
F.	Conflicts of Interest.....	43
G.	Reserved. (Prevailing Wage Ordinance).....	43
XI.	Protest Procedures.....	44
A.	Protest of Non-Responsiveness Determination.....	44
B.	Protest of Non-Responsibility Determination.....	44
C.	Protest of Contract Award.....	44
D.	Delivery of Protests.....	44

Appendices:

Appendix	Content	Page
A.	<p>CMD Attachment 2: Requirements for Architecture, Engineering and Professional Services Contracts. For Contracts equal or greater than 50% of the Minimum Competitive Amount and that are Advertised on or after July 1, 2022 (separate document). Proposers must submit the following forms:</p> <p style="padding-left: 40px;">Form 2A CMD Contract Participation Form</p> <p style="padding-left: 40px;">Form 2B “Good Faith” Requirements Form</p> <p style="padding-left: 40px;">Form 3 CMD Compliance Affidavit</p> <p style="padding-left: 40px;">Form 5 CMD Employment Form</p> <p>The following form may be required, depending on the circumstances:</p> <p style="padding-left: 40px;">Form 4 CMD Joint Venture Form</p>	A-1
B.	Sample Agreement for Professional Services (Form P-600)	B-1
C.	Attestation of Compliance on Communications Prior to Contract Award	C-1
D.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	D-1
E.	Certification Regarding Lobbying	E-1
F.	Cost Proposal	F-1

I. Introduction and Schedule

A. General

This Request for Proposals (RFP) is being issued by the San Francisco Municipal Transportation Agency (SFMTA or Agency). The San Francisco Municipal Transportation Agency (SFMTA) designs, builds, operates, regulates and maintains one of the most comprehensive transportation networks in the world. In addition to being the 8th largest transit system in the U.S., the SFMTA manages on-and off-street public parking, facilitates bicycling and walking, regulates taxis, and manages paratransit services. The SFMTA operates five modes of public transit in San Francisco—electric hybrid buses, electric trolley buses, light rail, historic streetcar, and cable car--and together, they carry more than 444,000 daily riders, the largest daily ridership of any transit agency in the San Francisco Bay Area.

The SFMTA has an approximately \$500 million annual capital improvement budget, with approximately one-fourth funded through competitive grants. The SFMTA is soliciting qualified consultants to support the preparation and administration of competitive grant applications. Qualified Consultant teams would have experience in grant writing and administration and have knowledge and expertise in a broad range of urban transportation-related specializations, including in transportation planning, engineering, and policies, modelling, benefit-cost analysis and government affairs.

The SFMTA intends to issue Task Orders for specific Services under the resulting contract but guarantees no minimum amount of work under any contract.

B. Selection Overview

The SFMTA may award a contract to up to two Proposers that meet the Minimum Qualifications (see Section III) in this RFP and whose Proposals receive the two highest-ranking scores.

Proposers must provide documentation that clearly demonstrates that each Minimum Qualification and each Local Business Enterprise (LBE) subcontracting participation requirement has been met.

SFMTA staff will review each Proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: Proposal completeness, compliance with format requirements, compliance with Minimum Qualification requirements, and verifiable references.

Any Proposal that does not meet the Minimum Qualifications and LBE subcontracting participation requirements may be deemed non-responsive.

Responsive Proposals will be evaluated by a panel consisting of one or more parties with expertise related to the Services being procured through this RFP (Evaluation Panel). The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein.

If applicable, the SFMTA Contract Compliance Office (CCO) will assess Proposal compliance with LBE requirements and assign a rating bonus to Proposal scores. The CCO-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

C. Anticipated Contract Term

Any contract awarded pursuant to this RFP shall be non-exclusive and with an original term of four years. The SFMTA, in its sole discretion, will have two options to extend the term of the Agreement for one additional year each, for a total of two additional years.

D. Anticipated Contract Not-to-Exceed Amount

For any contract awarded pursuant to this RFP, the SFMTA anticipates the not-to-exceed (NTE) amount will be \$1,250,000.

E. Indefinite Quantity, As-Needed Contract

Any contract awarded pursuant to this RFP will be a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this RFP are approximations only. The SFMTA, in its sole discretion, may purchase any greater or lesser quantity. The SFMTA may also make purchases of items awarded pursuant to this RFP from other suppliers when the SFMTA determines, in its sole discretion, that it is in the best interest of the SFMTA to do so.

F. Reserved. (Cooperative Agreement)

G. RFP Schedule

The anticipated schedule for this RFP is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposers to check for any Addenda to this RFP or other pertinent information posted in the City's Supplier Portal.

<u>Phase</u>	<u>Date</u>
RFP is issued by the SFMTA:	Wednesday, September 25, 2024
Pre-Proposal Conference:	Tuesday, October 8, 2024 at 2:00 PM PT
Deadline for submission of written questions or requests for clarification:	Tuesday, October 15, 2024 at 5:00 PM PT
Proposals due:	Tuesday, November 12, 2024 at 5:00 PM PT

H. City's Social Policy Requirements

1. Proposers Unable to do Business with the City

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this RFP are set forth below and Appendix B, Sample Agreement for Professional Services.

2. Other Social Policy Provisions

The Sample Agreement for Professional Services (Appendix B) identifies the City's applicable social policy provisions related to a contract awarded pursuant to this RFP. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

I. City Supplier Registration

Consultants must become an "Approved Supplier" in order to enter into an Agreement with the City or the SFMTA. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and Chapter 12B compliance.

The following requirements pertain only to Proposers not currently registered with the City as an Approved Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

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

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the City's Supplier Portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Approved Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

II. Scope of Work

This Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to support the SFMTA.

A. Grant Writing

1. The Consultant will lead grant writing and collateral development for each grant application assigned by the SFMTA team under a Task Order. This will entail creating project area maps, creating graphics for incorporation into the application materials, writing narrative responses to application questions, developing and formatting schedules and budgets for incorporation into the grant application. Typically, all applications will require responses related to:
 - a. Identification, assessment, and narrative of existing conditions and project needs, and challenges that the project will address. This will include the creation of a project area map.
 - b. Identification, analysis, and narrative of multiple direct and indirect benefits of the subject project. Modeling may be required to quantify some benefits. Benefits usually include the following:
 - Identification, mapping, analysis, and narrative of benefits to Disadvantaged Communities;
 - Identification, analysis, and narrative of environmental justice benefits;
 - Safety benefits (potential to reduce risk of ped/bike collisions and fatalities) analysis, mapping, and narrative;
 - Greenhouse Gas (GHG) emission reductions (requires modeling), climate change, environmental sustainability benefits analysis and narrative;
 - State of good repair benefits analysis and narrative;
 - Economic and workforce development benefits analysis and narrative.
 - c. Description and documentation of public outreach and engagement, both past and future. Development of public engagement strategy.
2. The Consultant will respond to at least two rounds of consolidated questions and comments from SFMTA for each grant application prior to finalizing the application materials. The Consultant shall finalize the grant application materials no later than one week before the grant application deadline.

The Consultant will coordinate weekly or as-needed virtual check-ins with the SFMTA project team to discuss progress, review materials, and confirm next steps. The

Consultant will submit monthly progress reports to the SFMTA containing the details of staff labor, a summary of any noteworthy issues and resolutions for the preceding month, schedule tracking, and a summary of activities.

B. Grant Administration

The Consultant will support SFMTA staff in grant administration duties. The grant administration duties most likely to require assistance from the Consultant consist primarily of those necessary to prepare and execute grant agreements. These tasks may include: assistance with preparation of staff reports for the SFMTA Board of Directors (Calendar Items) to authorize the Director of Transportation to sign a grant agreement; preparation of grant agreements and subrecipient contracts; preparation of requests for allocations; and preparation of quarterly reports and other reports as requested by the SFMTA. The Services required for grant administration will be outlined in a task order issued by the SFMTA (Task Order).

C. Task Order Process

Following execution of the Agreement, Task Orders will be issued on an as-needed basis for specific Services in accordance with the process described below and in the Sample Agreement (Appendix B) Section 4. The SFMTA does not guarantee it will issue any task orders under the Agreement.

1. As-Needed Task Order Requirements

- (a) **Task Order Request.** The SFMTA will provide Consultant a Task Order request, using the form in Appendix C, that includes the following: (a) the scope of Services, including any Deliverables; (b) the deadline to respond to the Task Order request (i.e., deadline to prepare and submit Task Order proposal); and (c) the expected timeline (including any milestones) to complete the Task Order.
- (b) **Consultant Request for Information.** Upon receiving a Task Order Request Form, Consultant shall request in writing any information or data it requires to complete the proposal and perform the Services under the Task Order. The Parties will reach agreement as to the availability and delivery time for this data and information during initial task negotiations.
- (c) **Consultant Proposal.** By no later than the deadline set forth in the Task Order request, Consultant shall prepare and submit to the SFMTA a Task Order proposal that includes, at minimum, the following items:
 - i. A work plan that includes the following: (1) a detailed description, by task, and, if applicable, subtask of the scope of Services to be performed under the Task Order; (2) Consultant's approach to perform the Services and complete the Task Order; and (3) any information or data Consultant requires to perform the Task Order.
 - ii. A schedule to complete the Task Order, including key milestone dates to complete each task, subtask, and Deliverable, as applicable.

- iii. A list of personnel and Subcontractors Consultant proposes to work on each Task Order; and, for each personnel and Subcontractor, a description of the task(s) or subtask(s) they will perform, and a resume indicating the personnel or Subcontractor is qualified to perform that work. Resumes shall describe experience performing similar work.
- iv. A detailed cost estimate for each task, subtask or Deliverable showing:
 - 1) Estimated number of hours and fully burdened hourly labor rates (as listed in Appendix F) for each personnel and Subcontractor proposed to work on the Task Order. The following labor costs are not allowed, and shall not be included in Consultant's cost estimates: labor to prepare monthly invoices, labor to fill out required LBE forms, and administrative labor to manage Subcontractors.
 - 2) Estimated reasonable out-of-pocket expenses.
 - 3) Proposed profit and mark-up, as follows:
 - Proposed profit of Consultant's work effort as a fixed fee amount not to exceed 7 percent of Consultant's estimated direct hourly labor rates and overhead costs (does not include Other Direct Costs (ODCs)); and
 - For work performed by all Subcontractors, proposed total mark-up for Consultant on Subcontractor's work effort as a fixed fee not to exceed 3 percent of Subcontractor's total labor charges (does not include Other Direct Costs (ODCs)).
- (d) **Negotiation of Cost and Profit.** The SFMTA Project Manager will review the Task Order proposal and negotiate with Consultant pricing for the Task Order, which shall be either a lump-sum price or actual direct costs plus a negotiated fixed overhead and profit subject to a payment cap to perform the task.
- (e) **Record of Negotiations.** The SFMTA Project Manager will document the negotiations and any agreement in a Record of Negotiations.
- (f) **Subcontracting Requirements.** The CCO will review the final negotiated Task Order scope and schedule in order to determine the percentage of LBE subcontracting participation for the specific Task Order. The LBE subcontracting percentage assigned to each Task Order shall be tracked by the CCO as part of the overall LBE subcontracting participation requirement set forth in the Agreement.
- (g) **Notice to Proceed.** The SFMTA will issue and send to Contractor a written notice to proceed (NTP), Task Order number, and Purchase Order after verifying that sufficient funds are available to pay for the Task Order. Consultant shall not commence work under any Task Order until it receives a corresponding NTP and Purchase Order from the SFMTA. Proposer shall use this Task Order number when submitting invoices to the SFMTA's Project Manager for payment under the Task Order.

- (h) **Changes to Task Order Pricing.** Task Order pricing shall not be modified unless there is a material change in the Task Order's scope of Services, in which case a new Task Order proposal, pricing negotiation, record of negotiations, and notice to proceed shall be required before SFMTA approves the change in pricing.
- (i) **Failure to Agree on Terms of Task Order.** In the event that the SFMTA and Consultant cannot reach agreement on the terms of the Task Order, the SFMTA may either cancel the Task Order and have the work accomplished through other available sources, or may direct the Consultant to proceed with the task under such conditions as City may require to assure quality and timeliness of the task performance.
- (j) **Presentations.** In the performance of assigned tasks, the Consultant, if requested by City, shall prepare graphic and written presentations, and participate in presentations of said material to various City departments, commissions, and interested community groups.

D. Reserved. (Sections Applicable to Goods)

III. Minimum Qualifications

The Minimum Qualifications (MQs) set forth below are required for a Proposer to be eligible to submit a Proposal in response to this RFP.

Proposers must provide documentation that clearly demonstrates each MQ listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, and so on, to indicate which MQ it supports.

Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.**

The SFMTA reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the MQs. Clarifications are limited exchanges between the SFMTA and the Proposer for the purpose of clarifying certain aspects of the Proposal and will not provide a Proposer the opportunity to revise or modify its Proposal.

MQ #	Description
MQ1	A minimum of 10 years of experience in delivering the services requested by this RFP, with at least five continuous years of this experience occurring within the last five years. Proposer must include a statement and supporting information demonstrating how they meet these experience requirements.
MQ2	At least five years’ experience writing grant applications for transportation and transit planning, design or construction projects within California or the Bay Area, including to state and federal funding programs such as the Active Transportation Program, the Transit and Intercity Rail Capital Program, USDOT’s RAISE grant and FTA’s Low and No Emission grant program.
MQ3	Demonstrated experience working with transportation/traffic modelling resulting in build/no build vehicle miles travelled (VMT) projections, transit and other mode projections and greenhouse gas emission reductions and familiarity with SFCHAMPS.
MQ4	Demonstrated experience preparing benefit-cost studies for transportation projects, including for streets and transit projects in California.
MQ5	Demonstrated experience administering state (e.g., Caltrans) and federal (e.g., FHWA and FTA) grants for transportation projects.
MQ6	Demonstrated experience in transportation or transit funding advocacy with federal agencies, through public relations, government affairs or lobbying efforts.

San Francisco Municipal Transportation Agency
RFP for On-Call Consultant for Grant Writing and Administration

Any Proposal that does not demonstrate that the Proposer meets these MQs by the deadline for submittal of Proposals may be deemed non-responsive.

IV. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 5:00 PM PT on Tuesday, November 12, 2024. Proposers must submit their Proposals in an electronic format by email to Gracia.Liunita@sfmta.com.

Proposers shall limit email messages to 25MB or less.

Proposers may break up their Proposals into separate electronic files and submit these in separate emails. Per Section IV.B, each electronic file shall be clearly marked “SFMTA-2025-02-LOC” and, as applicable, “Part 1 – Written Proposal,” “Part 2 – CMD Attachment 2 Forms,” and “Part 3 – Cost Proposal.”

Proposers are fully responsible for ensuring their Proposals are received by the time and date indicated. The SFMTA will not accept late Proposals, even in cases of known email system failure. Accordingly, Proposers are encouraged to submit their Proposals at least 24 hours before the time and date due.

B. Proposal Content and Format

Firms interested in responding to this RFP must submit Proposals that include the information requested in this Section IV.B, in the order and format specified herein. The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.

Proposer shall ensure that the document is legible and may be easily viewed on a computer monitor, laptop, or (electronic) tablet. The SFMTA prefers that text be unjustified (i.e., with a ragged-right margin), and that you use an 11-point or larger serif font (e.g., Times New Roman, and not Arial). Pages must have margins of at least 1” on all sides (excluding headers and footers).

Proposals shall be submitted in three separate electronic files, as listed below. Each electronic file shall be clearly marked “SFMTA-2025-02-LOC” and, as applicable, “Proposal Part 1 – Written Proposal,” “Proposal Part 2 – CMD Attachment 2 Forms,” and “Proposal Part 3 – Cost Proposal”.

- Part 1 – One electronic copy of the Written Proposal, including completed and signed Appendices C, D, and E. (Submit Appendices A, B (Optional), and F as separate files, as stated below.)
- Part 2 – One electronic copy of the completed and signed Appendix A forms (see Section IX.Q and Appendix A) as a separate file on your electronic media submission.
- Part 3 – One electronic copy of the completed Appendix F (Cost Proposal form) as a separate file on the electronic media submission.

All electronic files must include PDF copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a Proposal on behalf of your firm. Your electronic media shall be clearly marked that it is for “SFMTA-2025-02-LOC.”

C. Part 1 – Written Proposal

Firms interested in responding to this RFP must submit Written Proposals that include the information requested in this Section IV.C, in the order specified herein. Written Proposals must include a table of contents showing the applicable section headings and sub-headings, section numbering, and page numbers. Page limitations, if any, are indicated below in parentheses next to the corresponding section headings.

It is imperative that the Proposal follow the format as listed below. All sections must be separated by a labeled cover page. Cover pages do not count against the page limits indicated below.

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

Submit a letter of introduction with an executive summary of the Proposal that includes the information listed below. The letter must be signed by an authorized representative of the Proposer. The authorized representative must have authority to obligate the Proposer’s team to perform the commitments made in the Proposal.

- a. Proposer Contact. Name, address, telephone number, and email address of Proposer’s contact person for this proposal.
- b. Project Manager. Identify an overall project manager who will serve as the primary contact with the SFMTA.
- c. Confirmation that Proposer is willing and able to perform the work described in the RFP and will meet the LBE Ordinance requirements.

2. Supplier Information (up to 1 page)

Proposals should contain one of the following statements.

- a. “My company is currently a City and County of San Francisco Approved Supplier, and the City and County of San Francisco Supplier Number is:
_____.”

Or

- b. “My company is currently not a City and County of San Francisco Approved Supplier but will register to become one.”

3. Minimum Qualifications Documentation (up to 2 pages)

Include a summary that clearly demonstrates that each MQ listed in Section III has been met. MQ documentation should be clearly marked as “MQ1”, MQ2”, and so forth, to indicate which MQ it supports. Supporting information regarding minimum qualifications can refer to past projects described in Section C6, below.

4. Project Approach (up to 2 pages, excluding samples/exhibits)

Describe the overall work approach to successfully deliver the Services requested in this RFP by addressing each item listed below:

- a. Assignment of work within the Proposer’s team.
- b. Approach for coordinating/managing all work activities, including coordination and communication with SFMTA staff, to meet project milestones and deliverable due dates.
- c. Approach for monitoring expended labor hours and tracking various factors affecting costs. Include description (frequency, days after timesheet submittal) of project manager’s access to reports on staff labors hours and other cost items.

5. Firm Qualifications (Prime Consultant and Subcontractors) (up to 2 pages)

Provide information on the background and qualifications of the Proposer’s team, which includes the following:

- a. A brief description of the Proposer’s firm (including a description of the Prime Consultant and any relevant subcontracting firms, joint venture or partnership agreements). Proposer must demonstrate corporate qualifications, commitment, strength, and technical capabilities to fulfill all the Services specified and required to successfully accomplish the work. If Proposer is a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner shall demonstrate proven experience in managing and leading.

6. Past Projects (up to 4 pages)

Describe at least three and no more than five projects that Proposer’s firm managed within the last 10 years (including a description of the Prime Contractor, if different than Proposer, and any relevant subcontracting firms, joint venture or partnership).

- a. **Similar Scope:** The scope of services for each project must be similar to the scope of services specified in this RFP.
- b. **Project Details:** The descriptions shall include each item listed below.
 - i. Project or contract name;
 - ii. Scope of services summary;

- iii. Dates when the project or contract was performed;
- iv. The cost of the client's project and, if relevant, the amount of grant funding requested.
- v. Proposer's role and responsibilities;
- vi. Proposer's performance on delivering services on schedule and on budget;
- vii. Proposer's staff members who worked on the project or contract; and
- viii. Client name, reference, and contact information.

It is the Proposer's responsibility to ensure that all contact information for references is current and includes names, telephone numbers, and email addresses. If contact information is not provided or incorrect for the purposes of verifying project experience, the Proposal may be deemed non-responsive.

7. Individual Team Member Qualifications (up to 8 pages)

Provide the following information for Proposer's Project Team.

- a. **Key/Lead Team Members:** Identify and provide resumes for all staff who will serve as the Key/Lead Team Members (e.g., the Project Manager, other Key/Lead Team Members as required, e.g., Key Technical Lead]) so that the Evaluation Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.

The Proposer and each of its subcontractors must have adequate professional staff or shall fulfill its commitment to increase professional staff where required so as to perform all services outlined in the Scope of Services of this RFP.

The continuity of Key Personnel is of vital importance to the success of this Project and to the SFMTA. The Proposer and its subcontractors shall commit that the proposed staff named in the Proposal will in fact be available from the start and will be committed to stay through the end of their assignments.

The SFMTA reserves the right to require the Proposer to reassign any individual on the Proposer's project team if the SFMTA is unsatisfied with that person's performance or that person fails to demonstrate the required qualifications or expertise. The SFMTA reserves the right to review and approve any replacement of team members, and the right to reject invoices submitted related to work performed by replacement team members that the SFMTA did not approve.

- b. **Team Members:** Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in this RFP. Discuss each team member's background and recent experience (last five years) and tasks performed in order to demonstrate a strong ability to successfully perform the work.

- c. **Team Organization Chart:** Attach an Organizational Chart that illustrates the team structure (include the integration/interaction with the SFMTA project team staff). Note the Proposer name and title/role for each team member.

D. Part 2 – Contract Monitoring Division (CMD) Attachment 2

Submit completed and signed forms listed in RFP Appendix A, CMD Attachment 2: “Requirements for Architecture, Engineering and Professional Services Contracts. For Contracts equal or greater than 50% of the Minimum Competitive Amount and that are Advertised on or after July 1, 2022” to document compliance with the LBE requirements described in Section IX.Q of this RFP.

E. Part 3 – Cost Proposal

Proposers shall submit with the Proposal a Cost Proposal as a separate electronic file that includes the information requested and is in the format in Appendix F. The Cost Proposal shall include:

1. **Direct and Fully Burdened Hourly Labor Rates by Positions for Consultant and all Subconsultants** (Table 1 in Appendix F). For all Consultant and subconsultant personnel proposed, provide name of firm; name of individual; position/job classification or type of work individual will perform; education and experience; direct hourly labor rate; fully burdened hourly labor rates (sum of unburdened direct hourly labor rate and overhead rate, as applicable);
2. **Schedule of Overhead Rates for Consultant and all Subconsultants** (Table 2a in Appendix F). Include audited overhead percentages. Multipliers can be calculated by: $((\text{Overhead \%}/1)+1)$;
3. **Profit and Markup for Consultant and all Subconsultants** (Table 2b in Appendix F). Provide proposing firm’s name, proposing firm’s recommended profit expressed as a not-to-exceed percentage (%) and markup for all subconsultants expressed as a percentage (%); and
4. **Other Direct Costs** (Table 3 in Appendix F). Include and identify any other cost items required to complete the work described in this RFP.

The Cost Proposal will be the basis for negotiating the contract rates with the selected Proposer(s). The SFMTA may request additional clarification on billing rates or a breakdown of the hours and costs from the highest-ranked Proposer. The contract rates established during negotiations will also be the basis for negotiating pricing for individual task orders.

For fair comparison purposes, all billing rates will reflect 2025 billing rates. During the term of the Agreement, the Consultant will be allowed to escalate their 2025 billing rates based only on the annual percentage change of the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area (CPI-U). Consultant must request an escalation of fees no later than 30 days before the anniversary date of the award of the contract to Consultant, and

failure to timely do so may result in a denial of the request. Any requests for escalation of fees must include evidence of the change in the CPI-U. The SFMTA will review all requests for escalation of fees within 30 days of receipt and notify Consultant of either an approval or denial. If approved, the new rates will be approved under a contract modification signed by both parties. In no event will the start of the new fees be backdated unless it can be shown that there was a delay on the part of the SFMTA in reviewing the request for escalation of fees.

The SFMTA intends to award two contracts to provide the Services described in this RFP. The SFMTA will select the Consultants for award based on the firms that it determines will provide the best overall program services to the Agency, based on the scores received on the Selection Criteria listed in Section V.C. The SFMTA reserves the right to accept other than the lowest-priced offer, and to reject any Proposal whose rates are deemed to be unreasonable.

1. Price Discrepancies

Where applicable, if there is a discrepancy between the Cost Proposal and other pricing provided by Proposer, the Cost Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

2. Reserved. (Price Lists)

V. Evaluation and Selection Criteria

A. Initial Screening

The SFMTA staff will review each Proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: Proposal completeness, compliance with format requirements, compliance with Minimum Qualification requirements, verifiable references, compliance with LBE requirements, and responsiveness to the material terms and conditions in Appendix B, Sample Agreement for Professional Services.

The SFMTA will not score Proposals during the Initial Review. This review will provide a pass/fail determination as to whether a Proposal meets the threshold requirements described above. The SFMTA will deem non-responsive any proposal that fails to meet these requirements. The SFMTA will not include any Proposal deemed non-responsive in the Evaluation Process described in Section V.B. below.

The SFMTA reserves the right to request clarifications from Proposers prior to rejecting a Proposal for non-responsiveness. Clarifications are limited exchanges between the SFMTA and the Proposer for the purpose of clarifying certain aspects of the Proposal and will not provide a Proposer the opportunity to revise or modify its Proposal.

B. Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points:

Evaluation Criterion	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	100
Completeness and Organization of Proposal Submission	5
Project Approach	15
Firm Qualifications (Prime Consultant and Subcontractors)	20
Past Projects	25
Individual Team Member Qualifications	35
Cost Proposal	10
Oral Interview (if conducted)	10
TOTAL	120

C. Selection Criteria

An Evaluation Committee comprised of parties with expertise in grant writing and administration will evaluate Proposals, using the criteria described below.

1. Completeness and Organization of Proposal Submission (5 points)

- a. Proposal conforms with the RFP submission requirements and concisely but comprehensively addresses RFP requirements in the order presented in Section IV (Submission Requirements).
- b. Proposal is professionally presented and contains organized content and format.

2. Project Approach (15 points)

- a. Understanding of the scope of Services and the tasks to be performed.
- b. Reasonableness of work schedule, i.e., a clear description of tasks, interdependencies, deliverables and timelines necessary for a successful outcome of the project.
- c. Approach for coordinating/managing all work activities, including coordination and communication with SFMTA staff, to meet project milestones and deliverable due dates.
- d. Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.

3. Firm Qualifications (Prime Consultant and Subcontractors) (20 points)

- a. Proposer's firm (Prime Consultant) and the team's (any relevant subcontracting firms, joint venture or partnership agreements) demonstrated qualifications, commitment, strength, and technical capabilities to fulfill all services in the subject areas necessary to complete the tasks.
- b. The SFMTA will check references for those firms that are short-listed for an oral interview (see below).

4. Past Projects (25 points)

- a. Proposer's depth of experience working on projects or service contracts similar in size, scope, and complexity to the Services requested in this RFP.
- b. Strength or successful outcome of showcased projects, including demonstrated adherence to scope, schedule, deadlines and budgets

5. Individual Team Member Qualifications (35 points)

- a. The extent to which Proposer’s Key/Lead Members and other Team Members demonstrate the experience necessary to perform the roles for which they are identified and would provide value to the SFMTA and the Project.
- b. Recent experience (last five years) of staff assigned to the project and a description of the tasks to be performed by each staff person.
- c. Professional qualifications and education.
- d. Current workload, staff availability and accessibility.
- e. Effectiveness of organization chart.

6. Cost Proposal (10 points)

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

- a. The hourly rates for the as-needed work are:
 - i. commensurate with the experience and skill level of assigned staff; and
 - ii. within market rates for other consultants and personnel performing the same or similar work within the nine San Francisco Bay Area counties or location where the staff is based (if not Key Personnel).

7. Oral Interview (10 points)

Following the evaluation of the Written Proposals, all Proposers that have a reasonable probability of becoming the highest-ranked Proposer (based on the scores attained by each Proposers’ Written Proposal and the total points potentially attainable from the Oral Interview) may be interviewed by the Evaluation Panel to make the final selection. The SFMTA will check references submitted with the Past Project descriptions for those firms that are short-listed for an Oral Interview.

The Oral Interview will consist of standard questions asked of each Proposer, with follow-up questions as needed. Oral interviews will be scored on the basis of each Proposer team’s preparation, professionalism, understanding of the scope of Services, quality of presentation, and the quality of responses to any interview questions.

The SFMTA reserves the right to not hold oral interviews and select a firm based on the Written and Cost Proposals scores only.

D. Application of LBE Bid Discount/Rating Bonus

1. LBE Bid Discount/Rating Bonus

Pursuant to Chapter 14B of the San Francisco Administrative Code, the LBE bid discount/rating bonus shall be applied during all phases of the evaluation process. Where price is a factor in the SFMTA's evaluation process, Proposer's price shall be reduced by an amount equal to the applicable LBE Bid Discounts/Rating Bonus. The discount shall be applied solely for the purpose of determining the lowest responsive Price Proposal and shall be in addition to any other discounts, preferences, or adjustments required by City law. See RFP Section IX.Q, Local Business Enterprise Requirements for additional information.

2. Reserved. (Anticipated Local Tax Revenue (Admin Code Section 21.32) Discount

VI. Pre-Proposal Conference

A. Pre-Proposal Conference

The SFMTA encourages Proposers to attend a virtual Pre-Proposal Conference via Microsoft Teams on Tuesday, October 8, 2024 at 2:00 PM PT. The SFMTA will address Proposers' questions and will provide any new or additional information concerning the RFP or selection process at the Pre-Proposal Conference.

To attend the meeting, you can either click the " Click here to join the meeting " link below and/or call the phone number and enter the Conference ID.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 242 199 099 641

Passcode: e5xu59

Or call in (audio only)

[+1 415-523-2709,,704514255#](#) United States, San Francisco

[Find a local number](#)

Phone conference ID: 704 514 255#

For the Pre-Proposal Conference, Proposers are encouraged to submit questions in writing by email no later than Tuesday, October 15, 2024 at 5:00 PM PT and directed to: Gracia.Liunita@sfmta.com.

Proposers are further encouraged to provide the following information to Gracia.Liunita@sfmta.com to register for the Pre-Proposal Conference and have their information listed on the virtual sign up list.

1. Attendee Name
2. Organization Name
3. Organization's Business Address
4. Email/Phone Contact Information
5. Indicate if your firm is a Local Business Enterprise (LBE)
6. Indicate if your firm is interested in presenting a proposal as a Prime Consultant, Subcontractor or both.

Please include “**SFMTA-2025-02-LOC**” in the subject line of your email.

Questions and answers will be posted publicly.

The Pre-Proposal Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the Pre-Proposal Conference shall not excuse the successful Proposer from any obligations of a contract awarded pursuant to this RFP.** Any change or addition to the requirements contained in this RFP as a result of the Pre-Proposal Conference will be executed by a written Addendum to this RFP. (See Section IX.E below).

It is the responsibility of the Proposer to check for any Addenda, Q&A postings, and other updates, which will be posted on the City’s Supplier Portal:
<https://sfcitypartner.sfgov.org/pages/index.aspx>.

B. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this RFP to the Contract Administrator whose name and contact information appears on the cover page of this RFP. Proposers who fail to submit questions concerning this RFP and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this RFP no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City’s Supplier Portal:
<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

VII. Contract Award

The SFMTA will evaluate and rank Proposals as described herein, and intends to invite the highest-ranked Proposer to commence contract negotiations. The successful Proposer will be required to enter into an Agreement substantially in the form of the Agreement attached hereto as Appendix B, Sample Agreement for Professional Services. The Agency's ranking of any Proposal or invitation to any Proposer to negotiate a contract shall not imply acceptance by the SFMTA of all terms of the Proposal, which are subject to further negotiations and approvals before the SFMTA may be legally bound thereby. If a satisfactory contract cannot be negotiated within a period of time deemed reasonable to the SFMTA, then the SFMTA, in its sole discretion, may terminate negotiations with that Proposer and begin contract negotiations with the next highest-ranked Proposer.

If negotiations are successful, failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, Proposal bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal; and the SFMTA, in its sole discretion, may select another Proposer and retain the Proposal bond, if submitted.

VIII. Insurance and Bonds

A. Insurance

Prior to award, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Appendix B, Sample Agreement for Professional Services, Article 5. (Insurance).

B. Reserved. (Proposal Bond)

C. Reserved. (Performance Bond)

D. Reserved. (Fidelity Bond)

E. Failure to Provide Insurance

Unless otherwise stated, within 10 Days of the receipt of a Notice of Intent to Award of a Contract, the Proposer to whom the contract is awarded shall deliver the required specified insurance certificates and policy endorsements to the SFMTA. If the Proposer fails or refuses to furnish the required insurance within 10 Days after receiving notice to award a Contract, the SFMTA may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled. The foregoing in no way limits the damages that are recoverable by the SFMTA.

IX. Terms and Conditions for Receipt of Proposals

A. Cybersecurity Risk Assessment

As part of the evaluation process, the SFMTA may require a Cybersecurity Risk Assessment (CRA) for Proposers or any Proposer-related entity that would have access to the City's or the SFMTA's networks and systems under the resulting contract, including any Proposer-related entity that manufactures the technology and/or performs functions related to the technology services being procured.

As part of the CRA, the SFMTA will accept either of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a SFMTA's Cyber Risk Assessment Questionnaire.

The SFMTA may request these reports when considering a Proposer for selection or after selection. If so requested, the SFMTA will evaluate the reports and identify for Proposer any cyber risks that would require mitigation prior to selection or within a period of time that the SFMTA deems reasonable after selection. If awarded the contract, Proposer's compliance with such mitigation measures shall be subject to the SFMTA's on-going review as indicated by the SFMTA.

B. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers shall promptly notify the Contract Administrator, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Proposers should direct any such notification to the SFMTA promptly after discovery, but in no event later than the deadline for questions. The SFMTA will issue modifications and clarifications to the RFP as Addenda as provided below.

C. Inquiries Regarding RFP

All communications regarding the RFP must be directed in writing to the Contract Administrator whose name and contact information appears on the cover page of this RFP:

Please include "SFMTA-2025-02-LOC" in the subject line of your email.

D. Objections to RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, no later than the deadline for questions, provide written notice to the SFMTA setting forth with specificity the grounds for the objection. The failure of a Proposer

to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

E. RFP Addenda

The SFMTA may modify this RFP, prior to the Proposal due date, by issuing an Addendum to the RFP, which will be posted on the City's Supplier Portal. Every Addendum will create a new version of the Sourcing Event (RFP) webpage, and Proposers must monitor the City's Supplier Portal for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all RFP Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all RFP Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject RFP.

THE SUBMITTAL OF A RESPONSE TO THIS RFP SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS RFP, ANY AND ALL ADDENDA ISSUED TO THIS RFP, AND THE PROPOSED CONTRACT TERMS.

F. Proposal Term

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

G. Revision to Proposal

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

In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline 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.

H. Proposal Errors and Omissions

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

I. Financial Responsibility

The SFMTA accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate

J. Proposer's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

K. Limitation on Communications Prior to Contract Award

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

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

Any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

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

Additionally, the firms and subcontractor(s) responding to this RFP are prohibited from providing any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the SFMTA Board of Directors and if required, by the San Francisco Board of Supervisors.

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

A Proposer must submit with its Proposal an executed Attestation of Compliance (see Appendix C) 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.

L. Public Disclosure

All documents under this RFP process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the SFMTA receives a Public Records Request (Request) pertaining to this RFP, the SFMTA will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the SFMTA deems responsive and the due date for disclosure (Response Date). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the SFMTA in writing to withhold such material from production (Withholding Directive), then the SFMTA will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the SFMTA shall proceed with the disclosure of responsive documents.

M. Public Access to Meetings and Records

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

N. Reservations of Rights by the City

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

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

O. No Waiver

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

P. Other

1. The SFMTA may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the SFMTA shall include, but not be limited to:
 - a. Any condition set forth in this RFP;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all Services called for under the Purchase Order; and
 - c. Delivery time(s).
2. The SFMTA reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid the SFMTA in determining an awarded Proposer's capabilities and qualifications.
3. The SFMTA reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy the SFMTA and/or if Proposer is unable to supply the information and documentation required by this RFP within the period of time requested.
4. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

Q. Local Business Enterprise Requirements

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

The City strongly encourages proposals from qualified LBEs. If you have any questions concerning becoming certified as an LBE, please call (415) 581-2310 or visit the Contracts Monitoring Division (CMD) website at <http://www.sfgov.org/cmd>.

1. LBE Subcontracting Participation Requirements and Good Faith Efforts Requirements

The LBE Subcontracting Participation Requirement and Good Faith Outreach requirements of Chapter 14B of the San Francisco Administrative Code shall apply to this RFP.

Proposals which fail to comply with the material requirements of S.F. Administrative Code Section 14B.8 and 14B.9, CMD Attachment 2, and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Proposers should note that the LBE subcontracting percentage listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

a. LBE Subcontracting Participation Requirement

The LBE subcontracting participation requirement is 15% of the total value of services to be procured and can only be met with Micro-LBE and/or Small-LBE firms certified by the San Francisco Contract Monitoring Division (CMD).

LBEs identified as subcontractors must be certified by CMD in the Scope of Work that the prime Proposer is listing the LBE subcontractor to perform in order to receive LBE participation credit. It is the Proposer’s responsibility to verify each LBE subcontractor’s certification status, which can be done at the following link: <https://sfgov.org/cmd>. LBEs must be certified on the Proposal due date to receive LBE participation credit and must be contacted by the Proposer prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph may be deemed non-responsive.

Proposer shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal.

Proposers are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs

nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach. Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are advised, for informational purposes, that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontracting work on this Project is as follows:

Small/Micro-LBE availability breakdown:

MBE: 4%

WBE: 5%

OBE: 6%

The City only has the MBE, WBE, and OBE breakdown for the combined Small and Micro-LBEs. The City currently does not have MBE, WBE, and OBE breakdown for each separate size category (Micro, Small, and SBA-LBEs).

Proposer shall comply with all requirements of San Francisco Administrative Code Chapter 14B, Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance, and in CMD Attachment 2. Please read CMD Attachment 2 carefully and in its entirety.

b. Documentation of Good Faith Efforts

In addition to demonstrating that it will achieve the level of subcontracting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8, 14B.9, Chapter 14B's Rules and Regulations and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Please refer to Part IV and CMD Form 2B for details. Pursuant to 14B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds the established LBE subcontracting participation requirement(s) by 35% (Approach A), the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts (Approach B: Inclusion of Micro-LBE or Approach C: Good Faith Negotiations). Under Approach A, the total amount of LBE participation must equal or exceed 20.25%.

2. LBE Prime/JV Participation and Ratings Bonuses

Pursuant to Chapter 14B, the rating bonuses or bid discounts, as the case may be, described below, shall apply to this Project for any Proposers who are certified by CMD as an LBE.

a. General

CMD certified Micro, Small, and SBA-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus (as applicable under Section 14B.7 of the Ordinance) if the LBE is CMD certified in the type of work that is specified for the Proposer by

the Contract Awarding Authority. The CCO shall apply these rating bonuses to each evaluation stage of the selection process, as applicable.

b. Application of the standard rating bonus shall be as follows:

- 1) A 10% rating bonus will apply to any Proposals submitted by CMD certified Small or Micro-LBEs. SBA-LBEs are not eligible for a 10% rating bonus;
or
- 2) A 5% rating bonus will apply to any Proposal from an SBA-LBE when the estimated cost is in excess of \$400,000 if, after the application of the 10% rating bonus to proposals submitted by Small or Micro-LBEs, the highest ranked Proposer is not a Small or Micro-LBE.

c. Application of the standard rating bonus for a Joint Venture (JV) with LBE participation shall be as follows:

- 1) 10% for each JV among Small and/or Micro LBE Proposers.
- 2) 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE Proposers.
- 3) 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE Proposers.

Pursuant to Section 14B.7(F) of the Ordinance, SBA-LBEs are not eligible for the rating bonus when joint venturing with a non-LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the Joint Venture will be entitled to the Joint Venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation.

Each Small and/or Micro-LBE Joint Venture partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small and/or Micro-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small and/or Micro-LBE JV partner. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. Each JV partner must meet the minimum qualifications listed for the Prime or Joint Venture partner as outlined in the Bid/Proposal. Each Joint Venture partner must be listed to perform Prime Level Work and each JV partner must possess the license required by the RFP (if applicable). The LBE partner(s) must be CMD LBE certified in that area that they are listed to perform in order to be eligible for the rating bonus. The Joint Venture partners must be jointly responsible for the overall project management, control, and compliance with Chapter 14B requirements.

3. CMD LBE Forms

All response packages submitted must include the following CMD LBE Forms which can be found in Appendix A to this RFP:

- a. CMD Form 2A: CMD Contract Participation Form
- b. CMD Form 2B: “Good Faith Efforts” Requirements Form. If a contractor’s proposed LBE subcontracting participation exceeds the LBE Subcontracting

Participation Requirement for a Contract by at least 35%, the Bidder is excused from conducting or documenting its good faith efforts.

- c. CMD Form 3: CMD Compliance Affidavit
- d. CMD Form 4: CMD Joint Venture Form (if applicable)
- e. CMD Form 5: CMD Employment Form

Failure to complete, sign and submit each of the required CMD LBE forms with the Proposal may result in the response package being deemed non-responsive and rejected.

4. Contract Compliance Officer

If you have any questions concerning the CMD Forms, you may contact Preston Tom, SFMTA Contract Compliance Office at Preston.Tom@sfmta.com, or 415-646-2351.

5. LBE Payment and Utilization Tracking

An awarded Proposer shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within 10 business days of City's payment of an invoice, the awarded Proposer shall confirm that all subcontractors have been paid via the B2GNow System. Failure to submit all required payment information may result in the withholding of future progress payments. SFMTA's Contract Compliance Office will be available to provide assistance in accessing and utilizing the B2Gnow System.

R. Employment Nondiscrimination and Economically Disadvantaged Workforce Hiring Provisions

A Proposer selected pursuant to this RFP may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code. *Refer to the Sample Agreement terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.*

1. General

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

2. Nondiscrimination Provisions

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

a. It does and will not, during the term of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.

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

3. Non-Compliance with Article 131 Prior to Contract Award

As a material condition for award of the contract, the selected Proposer and its subcontractors must be in compliance with the nondiscrimination provisions of Article 131, on all existing City contracts prior to award of this contract. The SFMTA shall have the authority to review the selected Proposer's and subcontractors' prior performance to ensure compliance with the nondiscrimination provisions of Article 131.

If the SFMTA determines that there is cause to believe that any contractor or subcontractor is not in compliance with the nondiscrimination provisions of Article 131, the SFMTA will attempt to resolve the non-compliance through conciliation.

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

4. Complaints of Discrimination after Contract Award

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

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

5. Trainees – SFMTA Employment Training Program

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

In addition, the SFMTA requires contractors to hire a minimum number of professional service trainees in the area of the contractor’s expertise. These hires count toward the First Source Hiring requirements. Trainees may be obtained through the City’s One Stop Employment Center, which works with various employment and job training agencies/organizations or other employment referral source.

Number of Trainees

Project Fees	To Be Hired
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6

San Francisco Municipal Transportation Agency
RFP for On-Call Consultant for Grant Writing and Administration

Project Fees	To Be Hired
(> = \$14M, for each additional \$3 million in contractor fees, add one additional trainee)	

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

X. Contract Requirements

A. Standard Contract Provisions

The selected Proposer will be required to enter into a contract substantially in the form of the Sample Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, Proposal bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The SFMTA, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. Nondiscrimination in Contracts and Benefits

As a material requirement of the contract, the selected Proposer shall comply with San Francisco Labor and Employment Code Articles 131 and 132. Generally, Article 131 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. Article 132 requires nondiscrimination in contracts in public accommodation. Additional information on Articles 131 and 132 is available on the CMD's website at: <http://sfgsa.org/index.aspx?page=6058>.

C. Minimum Compensation Ordinance

A Proposer selected pursuant to this RFP is encouraged to comply with San Francisco Labor and Employment Code Article 111. A Proposer selected pursuant to this RFP shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this RFP is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. *Refer to the Sample Agreement for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.*

D. Health Care Accountability Ordinance

A Proposer selected pursuant to this RFP is encouraged to comply with the requirements of San Francisco Labor and Employment Code Article 121. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Article 121.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this RFP chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Article 121 and the Health Commission's minimum standards available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

Refer to the Sample Agreement for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.

E. First Source Hiring Program

A Proposer selected pursuant to this RFP shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. 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. *Refer to the Sample Agreement for additional details related to the application of this Ordinance to a contract awarded pursuant to this RFP.*

F. Conflicts of Interest

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

Individuals who will perform work for the SFMTA on behalf of the selected Proposer might be deemed “contractors” under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within 10 days of the SFMTA’s notice of award of the contract.

G. Reserved. (Prevailing Wage Ordinance)

XI. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within three working days of the SFMTA's issuance of a notice of non-responsiveness may submit a written notice of protest. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

B. Protest of Non-Responsibility Determination

Within three working days of the SFMTA's issuance of a notice of non-responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the SFMTA on or before the third working day following the SFMTA's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

C. Protest of Contract Award

Within three working days of the SFMTA's issuance of a Notice of Intent to Award, a Proposer may submit a written notice of protest. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of 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 Notice of Protest must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.

D. Delivery of Protests

Protests made orally (e.g., by telephone) will not be considered. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

A Notice of Protest must be written. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page of this RFP and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the SFMTA received the Notice of Protest. If a

San Francisco Municipal Transportation Agency
RFP for On-Call Consultant for Grant Writing and Administration

Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Appendix A
City and County of San Francisco
Contract Monitoring Division
CMD Attachment 2

*Requirements for Architecture, Engineering, & Professional Services Contracts
for Contracts equal or greater than 50% of the Minimum Competitive Amount
and that are Advertised on or after July 1, 2022.*

Appendix A is a separate file to be downloaded from the online posting for this RFP on the San Francisco City's Supplier Portal.

You may access the website at the following link:

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

Appendix B

Sample Agreement for Professional Services (Form P-600)

Appendix B is a separate file to be downloaded from the online posting for this RFP on the City's Supplier Portal.

You may access the website at the following link:

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

Appendix C

To be completed by all Proposing Firms and All Individual Subcontractors

Attestation of Compliance on Communications Prior to Contract Award

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

Name of individual completing this form: _____

The form is submitted on behalf of firm: _____

Name of RFP: SFMTA-2025-02-LOC

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

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

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

Signature: _____

Date: _____

Appendix D

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

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

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

Business Name

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

Appendix E

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Lobbying

(Proposer or Proposed Subcontractor Business Name)

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

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

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

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

Business Name

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

Appendix F

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

Fully burdened rates should be used.

Cost Proposal

Table 1: Direct and Fully Burdened Hourly Labor Rates by Positions for Consultant and Subcontractors proposed personnel. Provide the following: name of firm; name of individual; position/job classification or types of work individual will perform; education/experience, direct hourly labor rate; fully burdened hourly labor rates (sums of direct hourly labor rate and overhead rate, as applicable). Direct hourly labor rate should not include fringe and benefits. Table 1 must identify all personnel deemed necessary by the Proposer for completing the work.

Example Table 1: Direct and Fully Burdened Hourly Labor Rates by Positions for Consultant and all Subcontractors

Direct Salary Rates					Fully Burdened Hourly Labor Rat (Product of Direct Hourly Labor Rate x Multiplier)
Firm	Name	Position/Classification (Work to be Performed)	Education/ Experience	Direct Hourly Labor Rate	
“Prime Consultant”	Employee A	Project Manager	Master of Science, 15 years’ experience	\$120	\$120 x 2.10 = \$252
“Subconsultant A”	Employee A	Technician	Bachelor of Science, 2 years’ experience	\$70	\$70 x 2.20 = \$154
“Subconsultant B”	Employee A	Technician	Bachelor of Science, 2 years’ experience	\$80	\$80 x 1.90 = \$152

** Fully Burdened Hourly Labor Billing Rate = Direct Hourly Rate x Multiplier listed in Table 2*

Table 2a: Schedule of Overhead Rates for Consultant and all Subcontractors. Include Consultant and all Subcontractor Overhead

percentage. Multiplier can be calculated the following way: Convert Overhead Rate in percentage (%) to a decimal, then add 1 (See examples in the table below). Ensure that all overhead costs (e.g., fringe and benefits) have been included in your overhead rates. These overhead costs should not be included in your direct hourly rate.

Example Table 2a: Schedule of Overhead Rates for Consultant and all Subcontractors

Firm	Overhead (%)	Multiplier
“Prime Consultant”	“110%”	110% = 1.1; 1.1 + 1 = 2.10
“Subconsultant A”	“120%”	120% = 1.2; 1.2 + 1 = 2.20
“Subconsultant B”	“90%”	90% = 0.9; 0.9 + 1 = 1.90

Table 2b: Profit and Markup for Contractor and Subcontractors

1. Profit to be negotiated task by task TBD (not to exceed 7%)
2. Prime Consultant markup on labor performed by Subcontractor _____ (not to exceed 3%)

Table 3: Other direct cost (ODC) items required to complete the work described in this RFP.

Example Table 3: Other Direct Costs

Company	Other Costs	
	Item (Sample Items)	Cost
“Prime Contractor”	Copies (Color)	