City and County of San Francisco

Request for Proposals for As-Needed Specialized Training Services

RFP No. SFMTA-2018-39

(CCO No.18-1467)

Date Issued: May 23, 2018
Pre-Proposal Conference: June 7, 2018, 9:30 AM PT
Proposal Due: June 21, 2018, 1:00 PM PT
San Francisco Municipal Transportation Agency (SFMTA)
Request for Proposals for As-Needed Specialized Training Services

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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Form 2B “Good Faith” Outreach Requirements Form</td>
<td></td>
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<td></td>
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I. Introduction and Schedule

A. General

The San Francisco Municipal Transportation Agency (SFMTA, Agency), an agency of the City and County of San Francisco (City), seeks the services of up to three qualified consultants to develop and deliver customized training courses for employees to address customer engagement in three specific areas: Customer Service Skills, De-Escalation Skills and Managing Implicit Bias. The SFMTA will issue task orders for specific work under the contract or contracts. No minimum amount of work is guaranteed to any one-consultant team.

1. Background of the SFMTA

With a workforce of more than 6,000 employees, the SFMTA plans, designs, builds, operates, regulates, and maintains one of the most diverse transportation networks in the world. In addition to operating five modes of public transit (bus, trolley bus, light rail, historic streetcar, and cable car), the SFMTA also regulates vehicle, pedestrian and bicycle traffic on City streets, and oversees the operation of taxis, paratransit service and carshare programs. Finally, the Agency regulates on-street parking and manages the City’s off-street public parking facilities.

In addition to being an operator and regulator, the SFMTA plans, designs and constructs infrastructure improvements often in partnership with other City agencies to support transit operations and traffic, parking, bicycle and pedestrian safety, and considers transportation needs for land uses.

The SFMTA’s largest customer-facing employee groups include transit operators, parking control officers, transit fare inspectors, parking control officers, school crossing guards, station agents, customer service representatives, and their supervisors. These employee roles have heavy public interaction that can include asking for fare payment, giving directions, hearing complaints, citing or towing car, and much more.

2. Purpose

The purpose of this training is to help the Agency deliver on its Strategic Goals, and in particular, to create a culture of outstanding service, to ensure the safety and security of employees, and to improve communication and customer service delivery.

Transportation can be a high-pressure industry. Because the SFMTA manages all aspects of transportation in San Francisco, the majority of our employees are in challenging, customer-facing roles such as operating public transit vehicles, and traffic and parking enforcement.

To better prepare our workforce for roles that require public interaction, the SFMTA seeks to develop and institutionalize customized training programs within new and existing processes that can train our workforce to improve customer interactions, reduce customer conflicts, and
mitigate and handle assaults on employees. We anticipate the result of this training will be improved customer service, reduced number of physical assaults, reduced workers’ compensation claims and absenteeism, an increased feeling of safety and security for employees, and better overall employee satisfaction.

**a. Cost of Assaults**

Transit Operators, Parking Control Officers and other customer-facing employees who experience an assault often suffer a great deal of distress such as:

- Low Morale.
- Feeling of betrayal by employer for not protecting them from potential assaults.
- Physical health challenges, including stress.
- Disengagement and avoidance of customer interaction.
- Depression.
- Distrustfulness of public.
- Psychological problems.
- Concern about being involved in subsequent incidents.
- Increased job dissatisfaction and increased in turnover.

Beyond the human toll, assaults cost the Agency in workers’ compensation claims and the ancillary costs of staff absenteeism. In a recent rolling 12-month period, 84 assault claims were filed resulting in total of $1,526,277 paid out to address these claims. Assaults are the Agency’s #1 cause of injury and most expensive type of claim. In part, this is because San Francisco’s City Charter provides that any employee injured as a result of a criminal act is eligible for salary continuation for up to one year.
b. Audiences

The primary audience for training include, but is not limited to, employees whose work puts them in direct contact with customers and the public to provide services or enforce regulations and fares as well as those who supervise them. At SFMTA, these include but are not limited to the following key groups:

- Transit Operators.
- Station Agents.
- Inspectors/Transit Supervisors.
- Dispatchers.
- Transportation Management Center – Controllers.
- Parking Control Officers (PCOs).
- Transit Fare Inspectors.
- Muni Transit Assistance.
- Crossing Guards.
- Customer Service Representatives.
- Managers and Assistant Managers of employees in customer-facing roles.
- Training Staff.

c. What the SFMTA is Looking For

The SFMTA is interested in innovative and effective programs that train customer-facing employees on how to improve their customer service skills, handle difficult situations and reduce implicit bias when interacting with the public. Training should include tools and techniques to de-escalate potentially difficult or confrontational situations and to recover from these encounters. Proposed programs should have demonstrated effectiveness in similar industries and show measurable results or successes. Programs must also recognize the difficulty of working with a large 24-hour a day workforce. Programs must be customizable to different employee groups, work in small and larger classes, and be provided on a schedule that meets the needs of employees who work at different times of day.

The SFMTA intends to award up to three training contracts under this RFP, each of which shall have an initial term of three years, which the SFMTA may extend at its sole discretion for two additional terms of one year each.
B. Schedule

The anticipated schedule for selecting a Contractor is:

<table>
<thead>
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<th>Phase</th>
<th>Date</th>
</tr>
</thead>
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<tr>
<td>RFP is issued by the SFMTA:</td>
<td>May 23, 2018</td>
</tr>
<tr>
<td>Pre-Proposal Conference:</td>
<td>June 7, 2018, 9:30 AM PT</td>
</tr>
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<td>Deadline for submission of written questions or requests for clarification:</td>
<td>June 15, 2018, 1:00 PM PT</td>
</tr>
<tr>
<td>Proposals due:</td>
<td>June 21, 2018, 1:00 PM PT</td>
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* The SFMTA reserves the right not to conduct oral interviews and select a firm based on the written Proposals only.

C. Contractors Unable to do Business with the City

1. Generally

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

2. Companies Headquartered in Certain States

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

**A. Scope of Work**

The SFMTA seeks to engage up to three vendors to support the Agency’s implementation of customer service skills, de-escalation techniques and/or managing implicit bias training and coaching support for employees whose primary role is to work with the public or supervise those who work with the public. The work will also include a component designed to facilitate productively working with people of diverse backgrounds, cultures and ethnicities.

The SFMTA will issue task orders for specific work under the contract, and no minimum amount of work is guaranteed to any one-consultant team.

Depending on the needs of the Agency and project team, a Task Order could include a request for comprehensive services for a training project – from strategy/planning to execution and evaluation – or be limited to specific services or phases of the project.

The objective of this work is to:

1. Create a culture of outstanding service by providing customized training programs to customer-facing employees and those who supervise them.
2. Set up a framework to institutionalize customer service skills, including de-escalation techniques and implicit bias training as a standard business practice.
3. Build internal awareness and skills for managing implicit bias in the workplace and when working with the public.

The SFMTA is committed to sustainable changes to its culture and organizational behaviors around customer service, managing conflict and implicit bias in the workplace. As such, we are seeking a three year contract with up to three providers to complete the following broad categories of work:

1. Training Needs Assessment (10%).
2. Training Program Development (30%).
3. Training Program Delivery (40%).
4. Coaching (15%).
5. Measuring Program Success (5%).

**B. Tasks and Deliverables**

**Task 1: Training Needs Assessment**

Understand SFMTA’s existing organizational structure and training options available to each classification of employees, evaluate the options and gaps, and define a proposed approach...
to developing customized training that will resonate with the Agency’s customer-facing employee groups.

Tasks include but are not limited the following:

- Hold a kick-off meeting with SFMTA’s Program Manager and other staff to define goals, objectives, deliverables and timing.
- Review background information and materials on SFMTA culture and organizational structure.
- Review and analyze issues affecting SFMTA’s customer-facing employees, including lack of customer service skills, little training on de-escalation techniques and lack of awareness of implicit bias that may contribute to difficult customer situations.
- Review and evaluate current training options; recommend approaches to customize training.
- Identify other information sources required to develop the program.

Task 1 - Deliverable:

- Provide a detailed program approach including scope, timeline and budget for each program deliverable.

Task 2: Training Program Development

Based on the insights gained from analysis and assessment of the SFMTA organization, culture and training needs, develop a series of customized training modules that can build skills and confidence for three core groups of employees – customer-facing employees, supervisors of customer-facing employees and the Agency’s internal training staff. At a minimum, training modules should address three core key areas: Customer Service Skills, De-Escalation Skills and Managing Implicit Bias. The course work should demonstrate a clear understanding of the challenges faced by employees in SFMTA job classification such as Transit Operators and Parking Control Officers. Courses should allow for demonstrable progression in skills and learning.

Tasks include but are not limited the following:

- Work with SFMTA to design a series of customized training programs for customer-facing employees, those who supervise customer-facing employees and the Agency’s internal training staff.
- Implement a pilot training program with a subset of employees, gather their feedback and incorporate learnings into a fully developed program for employees.
- Develop a training curriculum that, at a minimum, includes core training modules and materials, instructor training modules and teaching guides, and course and instructor evaluations.
● Include options for motivating and recognizing employees who successfully complete courses.

**Task 2 - Deliverables:**

● Customized training modules.
● Training materials and teaching guides.
● Evaluation instrument for students and instructors.

**Task 3: Training Delivery**

Following the development of training modules, deliver training to customer-facing employees and their supervisors and managers. Anticipate and develop ways to integrate internal Agency trainers into training delivery in order to support refresher courses to be delivered in the future.

Tasks include but are not limited the following:

● Identify the best approaches to schedule and monitor attendance for each customized training for up to 4,000 employees who are part of a 24-hour operation.
● Courses should be grouped and customized to be appropriate for large employee populations such as Transit Operators and Parking Control Officers.
● Develop and implement a recognition program to acknowledge the successful completion of each successive course level.
● Develop and implement an evaluation component required to successfully complete the course to enable trainers to be evaluated by students at the end of each course.

**Task 3 – Deliverables:**

● Schedule and deliver training.
● Monitor and report attendance to the SFMTA Program Manager.
● Recognize students who successfully complete coursework.
● Provide course and trainer evaluations and other metrics as agreed with the SFMTA Program Manager.

**Task 4: Coaching**

Post-training, provide coaching and mentorship model as a resource for supervisors and managers to reinforce skills learned as part of the training curriculum. This could also include providing support group services designed to serve customer-facing staff.

Tasks include but are not limited the following:
• Develop an efficient and effective method of providing coaching support on an ongoing basis for a minimum of one year following course participation.

**Task 4 - Deliverables:**
• Identify options and make recommendations for solutions to provide coaching support for supervisors, managers, and potentially for any customer-facing employee.

**Task 5: Measuring Success and Monitoring**

As a means of monitoring and evaluating the program, develop a system to track and continually improve the training program. Tasks include identifying key measures and metrics, monitoring and reporting progress and delivering information in the form of summary reports and presentations.

Tasks include but are not limited the following:
• Develop measures and metrics to evaluate the success of the training program such as employee survey results, workers’ compensation claims, EEO complaints, passenger service requests, absenteeism, assault and retention rates.
• Develop a quarterly progress report and annual summary of training program and illuminate the lessons learned from student and instructor evaluations.
• Create an online dashboard to monitor participation and certification metrics.
• Track key statistics including:
  o Number of employees enrolled and completion rates by course.
  o Number of employees by demographics, course date, student scores, trainer name.
  o Trainer evaluation scores.

**Task 5 - Deliverables:**
• Online dashboard of participation and certification metrics.
• Quarterly progress reports and annual summary.

C. **Task Order Process**

Following execution of the contract(s), the SFMTA, on an as-needed basis, will issue task orders for specific work. The SFMTA will determine the scope of work and requirements of each task order. The SFMTA and the Consultant will agree on a detailed statement of the scope of work, work schedule, and budget to complete the task prior to the Consultant starting work on the task, generally following the procedures outlined below.
1. **Task Order (TO) Request.** The SFMTA will provide Consultant a scope of work, including specific deliverables; establish a deadline for response from the Consultant; and the expected timeline for completing the work.

2. **Consultant Request for Information.** The Consultant shall request in writing any information or data required to perform the work and prepare a proposal.

3. **Consultant Proposal.** The Consultant shall submit a proposal for the TO Request by the established deadline. Proposals must include, at a minimum, the following information:
   a. A work plan by subtask, including the specific project approach.
   b. A schedule by subtask, including key milestones and deliverables.
   c. All personnel, including subconsultants, assigned to each part of the work.
   d. A cost estimate for each task and subtask showing:
      i. Estimated hours and direct hourly rates by position for all personnel. Preparation of monthly invoices including required LBE forms shall not be included in the labor charges, but compensated as overhead. The prime Consultant will oversee all work performed by subconsultants; therefore, labor hours for program or project management performed by subconsultants will not be compensable. Overtime labor hours will not be allowed without prior written approval from the SFMTA.
      ii. Consultant and subconsultant overhead rate, including salary burden costs.
   e. Estimated reasonable out-of-pocket expenses.

4. **Negotiation of Cost and Profit.** The SFMTA will review the proposal and negotiate a lump sum, not-to-exceed cost (including profit) for specified deliverables, subtasks, and/or tasks.

5. **Notice to Proceed.** Upon SFMTA approval of the negotiated Task Order, the SFMTA will notify Consultant in writing by issuing a Notice to Proceed to perform the work of the Task Order.
III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposals must be received by 1:00 PM PT on June 21, 2018. Proposers must submit their Proposals in an electronic format, either by email to Carlos.Peza@sfmta.com or on a USB drive:

Carlos F. Peza  
SFMTA Contracts & Procurement  
One South Van Ness Ave., 3rd Fl.  
San Francisco, CA 94103-5417

Proposers shall submit the following:

- One electronic copy of the entire Proposal, including completed and signed Appendices D, E, F and G. (Submit Appendices A and G as separate files, as stated below.)
- One electronic copy of the completed and signed Appendix A forms (see Section VI.O and Appendix A) as a separate file on your electronic media submission.
- One electronic copy of the completed Appendix G (Cost Proposal form) as a separate file on the electronic media submission.
- All electronic files must include scanned (PDF) copies of any documents that require signature. Signatures must be by an official with your firm who is authorized to submit a Proposal on behalf of your firm. Your electronic media shall be clearly marked that it is for “SFMTA-2018-39.”

B. Format

For all electronic documents, Proposers shall ensure that the document is legible and may be easily viewed on a computer monitor, laptop, or (electronic) tablet. 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 Roman, and not Arial). Pages must have margins of at least 1” on all sides (excluding headers and footers).

If your response is over eight pages, include a Table of Contents.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

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

Submit a letter of introduction with an executive summary of the Proposal. The letter must confirm that the Proposer is willing and able to perform the work described in the RFP and must be signed by an authorized representative of the Proposer.
2. **Project Approach (up to 4 pages)**

Describe the services and activities that the Proposer will provide to the SFMTA. Include the following information:

a. Overall scope of work tasks.

b. Schedule and ability to be available to work with the SFMTA over the next three years.

c. Assignment of work within the Proposer’s team.

3. **Firm Qualifications / References (up to 4 pages)**

Provide information on the Proposer’s background and qualifications that includes the following:

a. Name, address, and telephone number of a contact person.

b. A brief description of the Proposer’s firm (including a description of any relevant joint venture or partnership agreement).

c. A description of the Proposer’s participation in not more than four projects or service contracts similar in size and scope as that described in this RFP, including: (1) client/reference contact email addresses and telephone numbers; (2) a list of Proposer’s staff members who worked on each project; (3) budget for each project; (4) schedule for each project; and (5) summary of each project. Limit project descriptions to one page for each project. If joint contractors or subcontractors are proposed, provide the past project information and references for each of them.

4. **Team Qualifications (up to 4 pages)**

a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will perform the work. Affirm that those key personnel will not be substituted or reassigned to another project without the SFMTA’s prior approval.

b. Provide a description of the experience and qualifications of the project team members.

5. **Cost Proposal**

Proposers shall submit with the Proposal a Cost Proposal as a separate electronic file that includes the information requested.
The Cost Proposal shall include:

a. Total fee for each of the disciplines/deliverables identified in the Scope of Work with a not-to-exceed figure; and

b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

The SFMTA intends to award a contract to up to three firms that it determines will provide the best overall program services to the Agency. The SFMTA reserves the right to accept other than the lowest-priced offer.

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

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address _____________. I will notify the City if my company's headquarters moves.”
IV. Evaluation and Selection Criteria

A. Overall Evaluation Process

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

<table>
<thead>
<tr>
<th>Evaluation Phase</th>
<th>Maximum Points</th>
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</thead>
<tbody>
<tr>
<td>Screening of Minimum Qualifications</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Written Proposal</td>
<td>60</td>
</tr>
<tr>
<td>Price</td>
<td>15</td>
</tr>
<tr>
<td>Oral Interview (if conducted)</td>
<td>25</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
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</tbody>
</table>

B. Minimum Qualifications

The SFMTA will review each Proposal to determine whether the Proposer meets the Minimum Qualifications (MQs) stated below. Proposals will not be scored during the review of the MQs; this screening is simply a pass or fail determination. A Proposal that fails to meet the MQs will not be eligible for 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 minimum qualifications. 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. Only Proposals that meet the MQs can proceed to the next evaluation phases.

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

1. Demonstrated five years of experience developing training programs, delivering training and coaching for success.
2. Demonstrated experience working with first responders, including transportation workers, law enforcement, military or emergency services.
3. Demonstrated experience working in the subject matter areas of customer service skills, de-escalation and assault reduction, and/or managing implicit bias training; and
4. Completed at least three projects of similar size and scope that meet the quality standards and project requirements described in this document.

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

An Evaluation Committee comprised of parties with expertise in Organizational Development, Training, and Customer Service will evaluate Proposals, using the criteria described below.

1. Project Approach (30 points)
   a. Articulates a clear understanding of the SFMTA’s needs and offers a clear implementation approach to complete tasks to be performed.
   b. Allocates a reasonable amount of time to complete tasks to be performed.
   c. Provides an explanation of the training philosophy and training style, and how these have been effective in previous engagements.
   d. Provides examples of previous successes, including metrics.
   e. Demonstrates expertise in developing training programs in the subject matter areas of interest: customer service skills, de-escalation techniques and/or managing implicit bias, and coaching for success.

2. Assigned Project Staff (15 points)
   a. Recent experience (last five years) of proposed staff assigned to the project and a description of the tasks to be performed by each staff person.
   b. Professional qualifications and education.
   c. Articulation of how subconsultants will work with prime consultant staff to work effectively on the project.

3. Experience of Project Team (Firm and Subconsultants) (15 points)
   a. Demonstrated expertise by Proposer and any subconsultants in the subject areas necessary to complete the tasks. These include training program development; training program delivery; experience working with customer-facing employees; and expertise in the areas of customer service skills, de-escalation techniques and/or managing implicit bias; as well as ability to schedule and deliver training.
   b. Experience with projects or service assignments of similar size, scope and staff demand.
   c. Strength or successful outcome of showcased projects, including demonstrated adherence to scope, schedule, deadlines and budgets.
   d. The SFMTA will check references for those firms that are short-listed for an oral interview (see below).

4. Cost Proposal (15 points)

The SFMTA intends to award a contract to up to three Proposers it considers will provide
the best value to the Agency. These will be the Proposals that provide the most comprehensive program services for a reasonable price. The SFMTA will consider whether:

a. The proposed fees are within a reasonable range for this type of work.

b. 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).

5. Oral Interview (25 points)

Following the evaluation of the written Proposals, all firms that have a statistical chance of being the selected Proposer(s) (based on the scores of the written Proposals) may be interviewed by the Evaluation Committee to make the final selection. The interview will consist of standard questions asked of each Proposer and may include specific questions of individual Proposers intended to clarify their written Proposals. The Evaluation Committee panel will score each Proposer based on the Proposer team’s presentation and/or responses.

After the oral interview, the SFMTA will combine all scores, rank the Proposers and select the highest-ranked Proposer(s) to commence contract negotiations.

The SFMTA reserves the right not to hold oral interviews and select a firm based on the written Proposals only.
V. Pre-Proposal Conference and Contract award

A. Pre-Proposal Conference

The SFMTA encourages Proposers to attend a Pre-Proposal Conference on June 7, 2018, at 9:30 AM PT, to be held at Corona Heights Conference Room, 6th Floor, Room 6053, One South Van Ness Avenue, San Francisco, CA 94103. Written questions are encouraged to be submitted three calendar days in advance of the Pre-Proposal Conference. 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.

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the question-and-answer period, ending June 15, 2018, no later than 1:00 PM Pacific Time and directed to: Carlos.Peza@sfmta.com.

Please include “SFMTA-2018-39” 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 the Contract. Written bid addenda will execute any change or addition to the requirements contained in this RFP, as a result of the Pre-Proposal Conference (see Section VI.D below).

It is the responsibility of the Proposer to check for any RFP Addenda, Q&A postings, and other updates, which will be posted on the Office of Contract Administration’s (OCA) Bid and Contracts Listing website: http://mission.sfgov.org/OCABidPublication.

B. Contract Award

The SFMTA will evaluate and rank Proposals as described herein, and intends to invite up to three of the highest-ranked Proposers to commence contract negotiations. The SFMTA may award a contract to up to three proposers. The Agency’s ranking of any Proposal or invitation to any Proposer to negotiate a contract shall not imply acceptance by the SFMTA of all terms of the Proposal, which are subject to further negotiations and approvals before the SFMTA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with a Proposer, then the SFMTA, in its sole discretion, may terminate negotiations with that Proposer and begin contract negotiations with the next highest-ranked Proposer.
VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

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

Carlos.Peza@sfmta.com

Please include “SFMTA-2018-39” in the subject line of your email.

C. Objections to RFP Terms

If a Proposer objects on any ground to any provision or legal requirement of the RFP, the Proposer must, not more than 10 calendar days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection and all relevant facts. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Bid Addenda

The SFMTA may modify the RFP prior to the Proposal due date by issuing Bid Addenda, which will be posted on the OCA’s Bid and Contracts Listing website: http://mission.sfgov.org/OCABidPublication.

The Proposer is responsible for ensuring that its Proposal reflects any and all Bid Addenda issued by the SFMTA prior to the Proposal due date, regardless of when the Proposal is submitted. Therefore, the SFMTA recommends that the Proposer consult the OCA Bids & Contracts Listing website, including shortly before the Proposal due date, to confirm that the Proposer is aware of, and its Proposal is responsive to, all Bid Addenda.

E. Term of Proposal

By submitting a Proposal, a Proposer warrants that the price stated and personnel proposed to perform the services described in the RFP are valid for 120 calendar days from the Proposal due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.
F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

The SFMTA shall have no financial responsibility for any costs incurred by a firm in responding to this RFP. Submitted Proposals are the property of the SFMTA and may be used by the SFMTA in any way it deems appropriate.

I. Proposer’s Obligations under the Campaign Reform Ordinance

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

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

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

- the officer’s re-election campaign
- a candidate for that officer’s office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.

2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.

3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

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

**J. Communications Prior to Contract Award**

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

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

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

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

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

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

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

K.  Sunshine Ordinance

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

L.  Public Access to Meetings and Records

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

M. Reservations of Rights by the City

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

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

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

N. No Waiver

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

O. Local Business Enterprise 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.


1. LBE Subcontracting Participation

The LBE subcontracting participation requirement for this contract is 20 percent of the total value of the services to be provided. The LBE subcontracting requirements shall also apply to any labor value of the Additional Services authorized after issuance of the Notice to Proceed. Proposers are advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither Minority Business Enterprises (MBEs), Woman Business Enterprises (WBEs) and Other Business Enterprises (OBEs) are unfairly or arbitrarily excluded from the required outreach.

Each Proposer shall demonstrate, in its Proposal, that it either: 1) qualifies for the good faith efforts exception set forth in Section 14B.8(B) by demonstrating that it exceeds the established LBE subcontracting participation requirement by 35 percent or more, or 2) meets the established LBE subcontracting participation requirement AND used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code Chapter 14B Section 14B.8 and 14B.9. For each LBE identified as a subcontractor, the Proposal must specify the value of the participation as a percentage of the total value of the contract (that is, the total value of the goods and/or services to be procured, the type of work to be performed), and such other information as may reasonably be required to determine the responsiveness of the Proposal. LBEs identified as subcontractors must be certified with the Contract Monitoring Division as Small or Micro-LBEs at the time the Proposal is submitted, and must be contacted by the Proposer (prime contractor) prior to listing them as subcontractors in the Proposal. If a Proposer does not demonstrate in its Proposal that it exceeds the established LBE subcontracting participation requirement by at least 35 percent, such Proposer must meet the established LBE subcontracting participation requirement AND demonstrate adequate good faith efforts to meet the LBE subcontracting participation requirement. Any Proposal that does not meet the requirements of this section will be deemed non-responsive.

a. Documentation of Good Faith Outreach Efforts

In addition to demonstrating that it will achieve the level of subconsulting participation required under this RFP (but except if a Proposer exceeds the LBE subconsulting participation requirement by 35 percent or more), a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals that do not comply with the material requirements of S.F. Administrative Code Section 14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subcontracting goals can only be met with CMD-certified Small and/or Micro-LBEs located in San Francisco.

2. LBE Participation and Ratings Bonuses

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

a. A 10 percent discount to any Proposal submitted by a Small or Micro-LBE; or a joint venture among Small and/or Micro-LBE Proposers; or

b. A 5 percent discount for each JV that includes at least 35 percent (but less than 40 percent) participation by Small and/or Micro-LBE prime Proposers; or

c. A 7.5 percent discount for each JV that includes 40 percent or more in participation by Small and/or Micro-LBE prime Proposers; or

d. A 2 percent discount to any Proposal from an SBA-LBE, except that the 2 percent discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE Proposer or a JV with LBE participation.

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

3. Application of the Ratings Bonus

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

a. Contracts with an estimated cost in excess of $10,000 and less than or equal to $400,000. A 10 percent rating bonus will apply to any proposal submitted by a CMD certified Small or Micro LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.

b. Contracts with an estimated cost in excess of $400,000 and less than or equal to $10,000,000. A 10 percent rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5 percent rating bonus will be applied to any proposal from an SBA-LBE, except that the 5 percent rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.

c. Contracts with an estimated cost in excess of $10,000,000 and less than or equal to $20,000,000. A 2 percent rating bonus will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.
d. **JV with LBE participation.** The rating bonus for a JV with LBE participation is as follows for contracts with an estimated cost of in excess of $10,000 and less than or equal to $10,000,000:

i. 10 percent for each JV among Small and/or Micro LBE prime proposers.

ii. 5 percent for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers.

iii. 7.5 percent for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.

iv. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest-ranked firm. Pursuant to Chapter 14B.7(F), 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 described in ii. and iii. above.

e. The rating bonus does not apply for contracts estimated by the contract awarding authority to exceed $20 million.

4. **CMD Forms to be Submitted with Proposal**

a. A Proposal must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: 1) CMD Contract Participation Form, 2) “Good Faith Outreach” Requirements Form, 3) CMD Non-Discrimination Affidavit, 4) CMD Joint Venture Form (if applicable), and 5) CMD Employment Form. If these forms are not submitted with the Proposal, the Proposal may be determined to be non-responsive and rejected.

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

   If you have any questions concerning the CMD Forms, you may call Lome Aseron, SFMTA Contract Compliance Office at (415) 701-5332.

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

1. **General**

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

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

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

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

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

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

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

a. If the non-compliance cannot be resolved, the SFMTA will submit to the
   contractor or subcontractor a written Finding of Non-compliance.

b. The SFMTA will give the contractor or subcontractor an opportunity to appeal the
   Finding.

c. The SFMTA may, by written notice, stay the award of any contract to a Proposer
   where the Proposer or any subcontractor is the subject of an investigation for a
   violation of the City’s non-discrimination ordinance(s).
4. **Complaints of Discrimination after Contract Award**

   a. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with CCO procedures.

   b. A finding of discrimination may result in imposition of appropriate sanctions, including:

      (i) There may be deducted from the amount payable to the contractor or subcontractor under this contract a penalty of $50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.

      (ii) The contract may be canceled, terminated or suspended in part by the SFMTA.

      (iii) The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

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

5. **Trainees – SFMTA Employment Training Program**

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

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

   **Number of Trainees**

<table>
<thead>
<tr>
<th>Project Fees</th>
<th>To Be Hired</th>
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<tbody>
<tr>
<td>$0 – $499,999</td>
<td>0</td>
</tr>
<tr>
<td>$500,000 – $899,999</td>
<td>1</td>
</tr>
<tr>
<td>$900,000 – $1,999,999</td>
<td>2</td>
</tr>
<tr>
<td>$2,000,000 – $4,999,999</td>
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<tr>
<td>$5,000,000 – $7,999,999</td>
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</tr>
<tr>
<td>$8,000,000 – $10,999,999</td>
<td>5</td>
</tr>
<tr>
<td>$11,000,000 – $13,999,999</td>
<td>6</td>
</tr>
</tbody>
</table>
b. The trainee must be hired by the contractor or by any subcontractor on the project team.

c. No trainee may be counted towards meeting more than one contract goal.

d. A trainee must meet qualifications for enrollment established under the City’s First Source Hiring Program as follows:

(i) “Qualified” with reference to an economically disadvantaged individual shall mean an individual who meets the minimum bona fide occupational qualifications provided by the prospective employer to the San Francisco Workforce Development System in the job availability notices required by the Program, and

(ii) “Economically disadvantaged individual” shall mean an individual who is either: (1) eligible for services under the Workforce Investment Act of 1988 (WIA) (29 U.S.C.A 2801 et seq.), as determined by the San Francisco Private Industry Council; or (2) designated “economically disadvantaged” for the First Source Hiring Administration, as an individual who is at risk of relying upon, or returning to, public assistance.

e. On-the-job training (to be provided by the contractor): The contractor shall hire the trainee on a full-time basis for at least 12 months or on a part-time basis for 24 months, with prior approval offering him/her on-the-job training which allows the trainee to progress on a career path.

f. Contractor shall submit for the City’s approval a description and summary of training proposed for the trainee, along with the rate of pay for the position.

g. The trainee’s commitment does not require that he/she is used only on this project; the trainee may also be used on other projects under contract to the Proposer that may be appropriate for the trainee’s skill development.
VII. Contract Requirements


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

B. Nondiscrimination in Contracts and Benefits

As a material requirement of the contract, the selected Proposer shall comply with Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD’s website at: http://sfgsa.org/index.aspx?page=6058.

C. Minimum Compensation Ordinance (MCO)

As a material requirement of the contract, the selected Proposer shall comply with the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For additional information about the MCO, and for the amount of hourly gross compensation currently required under the MCO, see http://sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

D. Health Care Accountability Ordinance (HCAO)

As a material requirement of the contract, the selected Proposer shall comply with the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors shall consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at http://sfgov.org/olse/hcao.
E. **First Source Hiring Program (FSHP)**

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

Contractors are directed to consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [http://oewd.org/first-source](http://oewd.org/first-source) and from the First Source Hiring Administrator, business.services@sfgov.org or call (415) 701-4848.

F. **Conflicts of Interest**

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

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

A. Protest of Non-Responsiveness Determination

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

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

B. Protest of Non-Responsible Determination

Within five working days of the SFMTA’s issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. 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 fifth 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 City to determine the validity of the protest.

C. Protest of Contract Award

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFMTA to determine the validity of the protest.
The SFMTA reserves the right to proceed in contract negotiation with the selected Proposer pending the Agency’s determination of the validity of a protest.

D. Delivery of Protests

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

Carlos.Peza@sfmta.com
Appendix A
City and County of San Francisco
Contract Monitoring Division
CMD Attachment 2

Requirements for Architecture, Engineering and Professional Services
Contracts, for contracts $55,000 and over

Appendix A is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration’s (OCA) Bids and Contracts Database [or] the City’s Supplier Portal.

You may access the website at the following link:

http://mission.sfgov.org/OCABidPublication/
Appendix B
Standard Forms

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

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

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

B. Mandatory Forms

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor File Support Division via the City’s supplier portal located at https://sfcitypartner.sfgov.org/

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

C. Vendor Eligibility and Invoice Payment

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

D. Vendor Eligibility Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Purpose/Info</th>
<th>Routing</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</td>
<td>This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
<tr>
<td>Declaration of Nondiscrimination in Contracts and Benefits with supporting</td>
<td>This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
</tbody>
</table>
**documentation (Form CMD-12B-101)**

benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator’s Contract Monitoring Division Equal Benefits web page.

**Vendor Profile Application**

Includes New Vendor Number Request Form and IRS Form W-9.  
[https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/)

### E. Supplemental Forms

<table>
<thead>
<tr>
<th>Form:</th>
<th>Required If:</th>
</tr>
</thead>
</table>
| Minimum Compensation Ordinance (MCO) Declaration  
[.pdf](#) | You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors. |
| Health Care Accountability Ordinance (HCAO) Declaration  
[.pdf](#) | You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors. |
| Insurance Requirements  
[.pdf](#) | The solicitation requires the successful proposer to demonstrate proof of insurance.                                                        |
| Payment (Labor and Material) Bond  
[.pdf](#) | The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.                                                  |
| Performance Bond  
[.pdf](#) | The solicitation requires the awarded vendor to post a Performance bond.                                                                   |
| Local Business Enterprise Program Application  
[Contract Monitoring Division](#) | You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts. |

For further guidance, refer to the City’s supplier training videos that are located online at: [https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/).
Appendix C

Sample Agreement for Professional Services (Form P-600)

Appendix C is a separate file to be downloaded from the online posting for this RFP in the San Francisco Office of Contract Administration’s (OCA) Bids and Contracts Database.

Proposers may access the database at the following link:

http://mission.sfgov.org/OCABidPublication/
Appendix D

Attestation of Compliance

To be completed by all Proposing Firms and All Individual Subcontractors

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

Name of individual completing this form: ________________________________

The form is submitted on behalf of firm: ________________________________

Name of RFP: SFMTA-2018-39

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

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

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

Signature: ________________________________

Date: ________________________________
Appendix E

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

(1) _______________________

(Proposer or Proposed Subcontractor Business Name)

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

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;

b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)b of this certification; and

d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

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

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

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

________________________________

Business Name

________________________________

Authorized Representative Name (print)  Authorized Representative Title (print)

________________________________

Authorized Representative Signature  Date
Appendix F

To be completed by all Proposing Firms and All Individual Subcontractors

Certification Regarding Lobbying

(Proposer or Proposed Subcontractor Business Name)

Certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation 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 G

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

Cost Proposal