



SAN FRANCISCO PARATRANSIT

Mobile Data Computers

Request for Proposals

No. 11-5936-002

June 27, 2011

Pre-Proposal Meeting: July 21, 2011 (2 pm PDST)
Submission deadline: August 22, 2011 (noon PDST)

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1 INTRODUCTION

Veolia Transportation Services, Inc (Veolia) invites interested and qualified parties to submit proposals for the provision and installation of a Mobile Data Computer (MDC) system, as described herein this Request for Proposals (RFP). The MDC system shall be inclusive of in-vehicle equipment, supporting hardware, and firmware/software with customization as necessary. It is critical that interested firms pay close attention to all sections of this document. The language in this document and subsequent amendments supersedes any other language, instructions, directions, guidelines or other information relative to this project that may be acquired through a different source.

Veolia manages the San Francisco Paratransit program (SF Paratransit) on behalf of the San Francisco Municipal Transportation Agency (SFMTA), and is referred to as the “Broker.”

The basic objectives of the San Francisco Paratransit program include:

- Provide door-to-door transportation serving all eligible requests from certified riders; and
- Meet performance objectives established by SFMTA; and
- Assure that service is safe, reliable, compliant with all service requirements, the Americans With Disabilities Act of 1990 (as amended), federal, state, and local regulations; and
- Assure that service is provided in the most cost-effective and efficient manner.

Through this procurement, Veolia intends to equip up to 120 paratransit vehicles operated by one or more contracted service providers, with on board Mobile Data Computers. SF Paratransit, in consultation with SFMTA, shall select the product that best meets the requirements of this RFP and therefore the operational needs of the paratransit system. The services provided by SF Paratransit for which the MDC’s will be used are:

1. SF Access: pre-scheduled ADA-compliant van service. Up to seven-day (7) advance reservations are required with the exception of consumers whose trip needs are routine, and therefore have standing reservations. SF Access service is available seven days a week, 24 hours per day. This service is shared ride, demand responsive; typically the pick up and drop off locations for concurrently boarded passengers are unique from each other (many-to-many scheduling).
2. Group Van service: subscription group services provide pre-scheduled group transport to adult day health care and social service agencies. For any given trip, passengers share either a common pick up (one-to-many) or common drop off location (many-to-one).
3. Shop-a-Round: shopping shuttle services for persons with disabilities and seniors. Eligible riders may utilize this service up to twice per month. Trips are similar in nature to Group Van, in that riders are typically collected from multiple locations in a neighborhood or catchment area, and taken to a single destination and then returned. Shop-a-Round trips are normally scheduled during off-peak times, utilizing vehicles which may also be assigned to SF Access and/or Group Van.

As an option, SF Paratransit seeks creative solutions to a predictive calling function for informing riders of the pending arrival of the vehicle at each rider’s pick up location. SF Paratransit generally operates with a 20 minute passenger pick up window, 5 minutes before and 15 minutes after a promised pick up time. The predictive calling function shall be configurable per rider. For each SF Access rider for which this function is enabled, the system shall notify the rider reasonably in

advance of the promised pick up time, allowing rider sufficient time to transition to the door or lobby of the pick up location without leaving the rider waiting an excessive amount of time. The ideal solution would have both the rider and vehicle arriving at the designated pickup location simultaneously. The predictive dialing function is envisioned as applicable at a minimum to SF Access, the advanced reservation, ADA paratransit service mode. SF Paratransit is also interested in how this option might be applied to Group Van service consisting primarily of recurring scheduled trips.

Veolia intends to issue a single contract for the entire scope of work covered by this RFP. Recognizing that few, if any, firms' core expertise covers all aspects of this project, proposals submitted on behalf of a consortium of firms are acceptable; provided, however, that any such proposal clearly indicate a primary contractor. The primary contractor shall be responsible for the performance of all subcontractors included in its proposal. Award of contract under this solicitation will be made on a "best value" basis.

2 SCHEDULE OF EVENTS THAT GUIDE THE RFP PROCESS

San Francisco Paratransit intends to adhere to a schedule in the procurement of and contracting for these services. It shall be understood by all proposers that despite the best intentions of the Broker, delays may ensue and consequently, the schedule could be affected. The Broker shall make every effort to keep all interested individuals and entities informed as to changes in the schedule.

At the time of issuance of this RFP, the schedule which will govern this process shall be as follows:

June 27, 2011	Issue RFP
July 21, 2011	Pre-proposal meeting
July 29, 2011	Written questions from proposers due
August 9, 2011	Written response to questions
August 22, 2011 (noon PDST)	Proposals are due
August 23, 2011	Start of proposal evaluation period
August 31 – September 1, 2011	Preliminary Evaluations
September 14-15, 2011	Oral presentations, if needed (1 hour each)
October 28, 2011 (anticipated)	Notice to Proceed
No later than 30 days after NTP	Preliminary Design Review Complete
No later than 60 days after NTP	Final Design Review, Installation & Training Complete
No later than 90 days after NTP	Conditional Acceptance (In-service Testing Complete)
January 31, 2012 (no later than)	Contractor Certification submitted for Full System Acceptance

3 PUBLICATION OF REQUEST FOR PROPOSALS

The following notice will be posted on the San Francisco Paratransit website and e-mailed to a list of prospective proposers generated by Veolia in response to a published Request for Notice of Interest:

Request for Proposals

San Francisco Paratransit For the Design, Provision, Installation, Software, and Support of Mobile Data Computers RFP No. 11-5936-002

Veolia Transportation Services, Inc., the paratransit Broker for the San Francisco Municipal Transportation Agency (SFMTA), is soliciting responses to a Request for Proposals (RFP) dated June 27, 2011, from qualified firms willing to provide a comprehensive solution supplying up to 120 Mobile Data Computers and a supporting system for use in paratransit service. San Francisco Paratransit delivers paratransit services that comply with the Americans with Disabilities Act (ADA) of 1990 for eligible disabled riders unable to use the fixed-route Muni system available to the general public, as well as non-ADA group van servicing various social service programs within San Francisco. Contractor shall ensure that the MDC's supplied by contractor shall interface with Veolia's existing scheduling and dispatching software, Trapeze PASS Version 8. All contract deliverables shall be completed by contractor on or before January 31, 2012.

Copies of the RFP may be obtained from the SF Paratransit website, <http://www.sfparatransit.com/DoingBusiness.aspx>. A pre-proposal conference will be held on Thursday, July 21, 2011, at 2 pm local prevailing time at 68 12th Street, San Francisco, CA, 1st Floor, Main Conference Room. Interested parties are asked to fax a copy of any questions regarding this procurement prior to the pre-proposal meeting to: Mr. Kent Hinton, Contracts Administrator @ (415) 351-3134. You may also e-mail him at kent.hinton@veoliatransdev.com. **Questions received after the pre-proposal conference must be submitted in writing and received on or before Friday, July 29, 2011.**

The deadline for proposal submission is noon, local prevailing time on Monday, August 22, 2011. Proposals not delivered by the deadline and in accordance with the instructions in the RFP will be deemed "nonresponsive" and discarded.

The following notice was published on January 31, 2011, in Passenger Transport and on the San Francisco Paratransit website:

Request for Notice of Interest

San Francisco Paratransit plans to issue a Request For Proposals for the purchase of approximately 120 Mobile Data Computers (MDC) to be installed in various models of paratransit vans used in ADA complimentary and premium group oriented paratransit services. The MDC's will interface with the Trapeze-PASS scheduling and dispatching software, for the purpose of verifying rider eligibility, recording passenger pick-up and drop-off data, updating the driver as to possible manifest/schedule changes, tracking vehicle location via GPS, as well as providing a means of text

communication with the driver. The MDC system may also have a predictive calling function for informing riders of the pending arrival of the vehicle at each rider's pick up location. Included in the MDC project grant is funding for initial installation of the equipment in SFMTA-owned, Section 5310-funded, and provider owned/leased vehicles. Installation of MDC's will be performed at multiple service provider facilities.

Firms interested in inclusion in a list of potential proposers should e-mail contact information kent.hinton@veoliatransportation.com . Please be sure to include a contact name, mailing address, telephone number, fax number, and e-mail address. In addition to posting a notice of Request for Proposals on the San Francisco Paratransit website <http://www.sfparatransit.com/DoingBusiness.aspx>, San Francisco Paratransit intends to e-mail a notice of Request for Proposals to all firms which respond to this Request for Notice of Interest.

4 BACKGROUND INFORMATION

SFMTA has offered paratransit services through its SF Paratransit program for the City and County of San Francisco since 1978. Since its inception, private providers under contract have performed all trips first for SFMTA and since 1983, for SFMTA's paratransit Broker.

In 1983, SFMTA contracted with its first Broker, the U.S. Human Resources Corporation (HRC), a private firm. In 1991, SFMTA awarded the paratransit Broker contract to Cerenio Management Group (CMG). As a result of a competitive procurement process, Veolia has been under contract to the SFMTA as the SF Paratransit Broker, since April 2000. SFMTA recently entered into a new, five-year contract with Veolia on April 1, 2010.

The purpose of the paratransit Broker is to oversee and manage the day-to-day delivery of paratransit services on behalf of SFMTA. This includes contracting directly with service providers for the actual delivery of paratransit services. Currently, the Broker's office is located at 68 12th Street, San Francisco, 94103.

The SF Paratransit service area is the approximately 47 square miles, which encompasses the City/County of San Francisco. In addition, the service area includes Treasure Island, Marin Headlands on Sundays and holidays, and certain portions of Northern San Mateo County. These portions of Northern San Mateo County are bounded in the south by School Street, and include such landmarks as the Daly City BART Station, Westlake Shopping Center, and Top of the Hill, Daly City. Common transfer points to RediWheels, which will transport riders into San Mateo and beyond, include Stonestown Shopping Center on 19th Avenue, and the Daly City BART station.

SF Access is the ADA complementary paratransit service to SFMTA's Muni fixed-route bus system, as required by the Federal Transit Administration rules implementing the ADA. SF Access provides approximately 170,000 annual rides, approximately 66,000 of which involve wheelchair transport. SF Access service provides traditional pre-scheduled, door-to-door shared ride services. Riders can pre-schedule trips one to seven days in advance.

SFMTA Group Van provides approximately 273,000 annual trips. SFMTA group van services are subscription services for both wheelchair and ambulatory passengers. Groups of 5 to 9 or more passengers are transported to/from unique origins to a singular destination (i.e. many-to-one service model), usually adult day health care, sheltered workshops, meal program or other types of group setting activities, usually for a social service agency.

SFMTA also offers a grocery shopping program for persons with disabilities and the elderly residing in designated catchment areas. The purpose of the Shop-a-Round service is to provide transportation to grocery shopping locations for qualified riders. . Shop-a-Round is in the early stages of a two-year pilot program and ridership is anticipated to reach approximately 33,000 annual rides.

In addition to the SF Access ADA van service, non-ADA group van service, and grocery shopping shuttle services, SF Paratransit program also offers paratransit taxi service. Presently, City and County of San Francisco (CCSF) ordinance requires that all San Francisco taxi companies participate in the paratransit program subject to compliance with SFMTA paratransit program guidelines and requirements. Local taxi companies under contract to the Broker perform

approximately 51% of all paratransit service. A small portion of taxi service is delivered using wheelchair accessible ramp taxis. San Francisco Paratransit recently completed implementation of a debit card fare payment system for all paratransit service provided by taxis. The San Francisco Paratransit Debit Card is a closed, internal system and does not interface with any external banking system. The debit card program replaced paper scrip as the only taxi fare payment system for San Francisco Paratransit. Approximately 1,500 taxi cabs licensed to operate within San Francisco are now equipped with In-Taxi Equipment (ITE) supplied by VeriFone Transportation Services, Inc. and Wireless Edge International, Inc. Approximately 825 units were purchased by the City. The two principal taxicab companies providing services for San Francisco Paratransit own approximately 730 legacy units of ITE. Information concerning the taxi debit card program is provided for informational purposes only – the Mobile Data Computers will only be installed in vans operating in complimentary ADA paratransit van, group van, or shopping shuttle services.

5 GLOSSARY OF TERMS

ADA	Americans with Disabilities Act of 1990, as amended.
DAAS	City and County of San Francisco Department of Adult and Aging Services
SFMTA	San Francisco Municipal Transportation Agency
SF Paratransit	Transportation for persons with disabilities funded by SFMTA and DAAS.
SF Access	ADA mandated complementary paratransit service funded by SFMTA. Vehicle routing involves multiple pickup locations and multiple drop-off locations.
SFMTA Group Van	Premium, non-mandated service funded by SFMTA. Vehicle routing involves multiple pickup locations to a common destination or from a common location to multiple destinations.
Shop-a-Round	Premium, non-mandated grocery shopping service within designated catchment areas.
Mobile Data Terminal (MDC)	Device and associated hardware to be installed in paratransit vehicle and capable of displaying Trapeze PASS manifest data, text communications to driver, route map and driving directions; recording performance of passenger pickup and drop-offs; other functionality as specified herein.
Trapeze PASS	Paratransit eligibility, reservation, scheduling, dispatching, and billing software used by SF Paratransit and service providers.
Trapeze PASS-MON	Module within Trapeze PASS designed to interface with MDC.

6 GOODS & SERVICES BEING SOLICITED

6.1 DESCRIPTION OF GOODS AND SERVICES BEING SOUGHT

6.1.1 Required Elements

Veolia Transportation Services, Inc., in its role as Broker for the San Francisco Paratransit program seeks qualified technical responses to specific project requirements to design and implement a system of Mobile Data Computers (MDC), up to 120 units, including their installation in designated paratransit vans for use in conjunction with its Trapeze PASS, CERT, COM, and MON software packages. The Trapeze PASS software is the primary paratransit data management software used for scheduling/dispatching trips, recording actual passenger pick-up/drop-off times, trip distances, fares collected and cancellations, no shows and add-on trip data. CERT is the associated module used in establishing and verifying rider eligibility. COM is the associated complaint recording, tracking, and resolution module. The MON module allows real-time data communications between MDC equipped revenue service vehicles and PASS. PASS-MON enables the sending and receiving of information such as manifest events, latitude and longitude data derived from Global Position Systems (GPS) or other Automatic Vehicle Locating (AVL) systems, and text messages to/from MDC.

The primary purpose of the project is to utilize on board computers to allow live capturing of all trip data, provide drivers with manifest/schedule changes, track vehicle location via GPS, as well as providing a means of text communication with the driver. Examples of manifest/schedules changes which must be supported include cancellations, add-ons, new information. The MDC must be capable of automatically receiving such data updates remotely throughout the day while vehicle is away from its base of operations. Through the use of MDC's Veolia seeks to improve the quality of service provided to riders through better mechanisms for service providers to respond to operational issues. Additionally, Veolia seeks to simplify and improve the accuracy of trip data reporting by reducing manual entry of the data.

Contractor's solution must be capable of communicating with the MDC via cellular area network anywhere within the San Francisco Paratransit service area. Contractor's Proposal must identify the communication technology and network topology used to link the MDC to PASS-MON, including a description of how the system will handle the flow of 2-way communication. The MDC must be able to support messages generated from Trapeze PASS-MON, such as driver meal/rest break times, supplemental trip notations (e.g., "no earlier than", "no later than", "attendant required", description of client or pick up location, etc.).

A tiered maintenance plan spanning local and remote support shall be included and fully described in the Proposal. For example, a 1st tier consisting of basic trouble shooting by non-technical personnel such as a road supervisor; a 2nd tier escalated to Service Provider/Broker in-house technical support; and a 3rd tier requiring remote support/repair at the Contractor or MDC supplier facility. Contractor must describe the average and maximum response times for tier 3, which will be become contract performance standards.

In addition to providing and installing up to 120 MDC's, Contractor shall be responsible for any customization to Contractor's firmware or software necessary to interface with PASS-MON, as well as any servers and other network hardware necessary to interface with Veolia's PASS servers. All Trapeze software and servers necessary for this project will be provided by Veolia. Contractor's solution must be compatible with the PASS database and allow for the full use of text messages to drivers as supported by Trapeze PASS version 8. Contractor should clearly identify in its Proposal the anticipated level of work required to customize its application programming interface (API) for communicating with PASS-MON.

6.1.2 Desired Elements

- Contractor's price for cellular communications setup and on-going expenses shall be priced as an option. Veolia reserves the right to omit cellular communications expenses from the final scope of work and to contract directly with a cellular service provider of its choice.
- In addition to a broadband cellular data connection, Contractor's communication system to be capable of IEEE 801.11 g/n compliant wireless local area network (Wi-Fi) connectivity for rapid transfer of data at vehicle operations, maintenance and service facilities, including Veolia's SF Paratransit Broker office. Whenever an authorized Wi-Fi connection is available, it shall have priority over the cellular connection, so as to minimize cellular data transmission. It is anticipated that Wi-Fi would be used to download entire manifests daily before vehicles enter into revenue service, possibly including client photographic images. Wi-Fi connectivity shall be restricted to only pre-authorized SSIDs.
- System is capable of remotely updating GPS map data stored on the MDC using the cellular or Wi-Fi network.
- Direct communications/messaging between mobile supervisory personnel and drivers.
- Ability for supervisory personnel to perform Route "shadowing" by being able to mirror the trip data of any revenue service vehicle (route) on the supervisor's MDC or other device.
- All SF Paratransit eligible riders will be issued a photo ID card with magnetic data strip. The ID card could be used by drivers to validate the pick up and drop off of each passenger by swiping the rider's ID card through the card reader connected to the MDC; however the driver should not be prohibited from being able to manually key the pick up and drop off. The MDT shall forward the passenger's 10-digit ID number and event type, date/time, and latitude/longitude coordinates to PASS-MON. PASS-MON will return an updated trip status to the MDC. In the event the rider's ID card is unreadable, system shall have the capability for the driver to manually enter the rider's patron ID number. To assist the driver in identifying an eligible rider in the event that rider's Id card is missing, in addition to the ability to enter the ID number, the system shall have the ability to display the rider's ID photograph.
- Veolia seeks to implement a predictive calling function for informing riders of the pending arrival of the vehicle at each rider's pick up location. While Veolia has primarily envisioned an outgoing calling function to a rider's designated callback telephone number, we are open to exploring other functionality including, but not limited to interactive voice responsive

responsive systems for schedule confirmation, trip cancellations, “where’s my ride” inquiries, etc. Additionally San Francisco Paratransit seeks other creative alternatives for allowing riders to get ride arrival updates via cellular phones, smart phones, PDA’s or other like devices and allow for dispatchers to receive trip cancellations from riders via those same devices.

- MDC interface capable of supporting a proximity reader compatible with the Bay Area Metropolitan Transportation Commission’s regional Clipper card program.

Veolia reserves the right to determine which, if any, desirable elements to include in any contract resulting from this RFP. Such determination will be made on the basis of what combination of required and desirable elements represents the best value to San Francisco Paratransit.

6.2 TECHNICAL SPECIFICATIONS

The following are general requirements applicable to the overall project:

1. Shall adhere to all federal, state, and local legal requirements, including but not limited to the American’s with Disabilities Act of 1990, as amended.
2. All Paratransit vehicles used in SF Access or SFMTA Group Van service shall be equipped with MDC’s suitable for operation in normal paratransit environments. Specific attention shall be provided with respect to ergonomics, reliability, efficiency, resistance to tampering and vandalism, and safety for passengers, operators, and maintenance personnel.
3. Other onboard equipment shall include the following:
 1. Mobile Data Computer;
 2. GPS Receiver;
 3. Cellular data modem;
 4. GPS antenna;
 5. Emergency alarm switch;
 6. Mounting brackets, hardware, cabling and other materials required for installation and operation;
 7. Optional: magnetic swipe card reader;
 8. Optional: 802.11 g/n Wi-Fi.
4. Equipment furnished under these specifications shall be new, latest model in production, and shall conform to quality workmanship standards and use materials consistent with paratransit industry practices. Used, shopworn, demonstrator, prototype, re-manufactured, reconditioned, or discontinued equipment shall not be supplied.
5. All equipment shall be constructed in accordance with best commercial practice. As a minimum, the design and construction shall provide for:
 1. Reliable and stable operation;
 2. Minimum maintenance and alignment procedures, with a minimum of special tools;

3. Minimum number and variety of assemblies and spare parts; and
4. Simplified design and rapid fault isolation to reduce the requirement for highly skilled maintenance personnel.
6. All parts shall be made of corrosive resistant material, such as plastic, stainless steel, anodized aluminum or brass. Protection against galvanic reactions between dissimilar metals shall be provided.
7. All fasteners including screws, nuts, and washers shall be stainless steel or an approved alternate non-corrosive material; no self-tapping screws shall be used unless specifically approved. All fasteners used in on-board equipment or any other equipment subject to vibration shall include reasonable protections to avoid loosening due to vibration.
8. Cables shall be limited to no more than a bundle of 3, shall be tied and shall be durable and free of breakage from bending.
9. Unless otherwise approved, all modules and assemblies shall be connected using standardized durable, positive-locking, and indexed quick disconnect fasteners.
10. Equipment, assemblies and components shall be identified by a part number and/or serial number, permanently and legibly affixed directly to the surface.
11. The on-board equipment shall be designed to provide a usable life of not less than ten (10) years in normal service.
12. Any retrofit or post-delivery change to one item of one type of equipment shall be reviewed with the Veolia Project Manager and, upon approval changes shall be made identically to all units procured (except modifications that are clearly understood by the Contractor and Veolia to be experimental).
13. The installation method for all equipment must permit simple replacement (i.e. remove and replace) within ten (10) minutes in the event of a device failure.
14. Due to limited space in the operator compartment of each paratransit vehicle, attention must be given to ensure the size and placement of the display screen does not distract the operator from driving tasks, interfere with the operator's movements or obstruct their view of mirrors and through all windows.

A comprehensive list of technical requirements may be found in Exhibit 1, Technical Specifications. Each proposer shall submit as part of its proposal a completed technical requirements list per the instructions in the Exhibit. For each requirement which proposer indicates its standard product or systems will require customization, proposer must clearly identify the cost to Veolia to implement the customization. Proposer shall include all required customization expenses in its cost proposal, in addition to all other expenses related to its proposed solution. Any contract resulting from this RFP shall be a fixed price contract; therefore, proposer is responsible for capturing all related costs in its proposed price.

7 OBJECTIVES AND SERVICE LEVEL AGREEMENTS

To ensure the quality of SF Paratransit service, Veolia has set specific project objectives and goals consistent with the level of expected contractor performance. The objectives are a statement of the collective expectations of what Veolia hopes to achieve through successful implementation of the MDC project.

7.1 OBJECTIVES:

- Improve on-time performance of van services through better communication between dispatch and driver.
- Accurate reporting of current vehicle location, service status, and passenger roster.
- Simple, intuitive user interface.
- System operability 24 hours per day, 365 days per year.
- Security of all passenger personal information.
- Real-time pickup and drop-off data recording.
- Minimize delays in delivery and installation of equipment in individual vehicles, which can create operational hardships for San Francisco Paratransit service providers. Veolia seeks to avoid problems related to a protracted vehicle installation and systems conversion schedule.
- Improve communication specific to pick-up time and where's my ride information with paratransit customers.

7.2 SERVICE LEVEL AGREEMENT STANDARDS AND SYSTEM ACCEPTANCE:

The service level agreements target key values of SF Paratransit, which are accuracy, timeliness, and overall customer satisfaction. Veolia has taken considerable care to be sure these goals are clearly defined, measurable, and obtainable:

- 99.9% transmitted system data accuracy within a rolling 90 day window;
- 95% MDC operational availability within a rolling 90-day window;
- Zero documented unauthorized access or release of patron personal data;
- 95% of all pickup and drop-off data recorded automatically, without driver, dispatcher, or administrative data editing; and,
- Complete delivery of all MDC within 60 days of Notice to Proceed (NTP) and complete all installations within 90 days of NTP.

These goals shall serve as service level agreements (SLA). Contractor must be in compliance with all service level agreements as a condition of final acceptance.

8 PRIME CONTRACTOR

Proposals presenting a team or vendor consortium approach will be considered as long as the proposal names one firm as the prime contractor. The proposal shall also name all subcontractors and fully describe the role of each in meeting the needs and terms of the project. Failure to clearly identify a Prime Contractor or to unambiguously describe the participation of each subcontractor may be grounds for Veolia to reject the proposal. Should the proposal be successful, the prime contractor shall be named Contractor in any resultant contract.

9 SUBCONTRACTING

Except as identified and described in Contractor's proposal and in accordance with Section 8, Prime Contractor, subcontracting to other corporations, partnerships, or individuals for the actual provision of service to be performed under contracts awarded as a result of this RFP will not be allowed, except with prior written approval of Veolia.

The prime contractor shall be fully accountable for the performance of the contract and to resolve issues with sub-contractors or third-party product vendors. Payment by Veolia for all goods and services shall be made to the prime contractor. The prime contractor is solely responsible for paying any subcontractor. Contractor shall pay any subcontractor timely and fairly for all work performed or products delivered by subcontractor.

San Francisco Paratransit strongly encourages the participation of qualified firms certified as Small Business Enterprises (SBE) as described in Section 25, Small Business Enterprise Program. The prime contractor shall be responsible for meeting or exceeding the level of SBE participation specified in its proposal.

10 PERFORMANCE BOND

Contractor shall obtain a performance bond for the use of Veolia, which bond shall be executed by a corporate surety registered in the State of California and shall be in the amount of one hundred percent (100%) of the total contract value. The performance bond shall be kept in full force and effect at all times during the term of the contract.

11 PAYMENT

11.1 FIXED-PRICE CONTRACT

Any contract, or any contract amendment due to a change in the scope of work, issued pursuant to this RFP shall be issued on the basis of a fixed-price. Contractor is responsible for including in its proposal all costs incurred within the scope of work. Each fixed price item described in Table 1 shall be separately priced in Contractor’s proposal.

11.2 PROGRESS PAYMENTS

For satisfactory delivery of the software, hardware and services specified herein, Veolia shall compensate Contractor in the amounts and in accordance with the milestones and other provisions of Exhibit 2, Pricing Schedule – Mobile Data Computer Project and generally in accordance with Table 1 which are attached hereto and incorporated into this Agreement. Each request for Contractor payment shall be accompanied by an itemized invoice specifying each item for which payment is claimed and referencing the applicable section of Exhibit 2.

Generally, the payment schedule shall adhere to the following milestones:

Table 1 – Progress Payment Schedule

FIXED PRICE ITEM	PROGRESS MILESTONE			
	Preliminary Design Review (PDR) Complete	Final Design Review (FDR) Complete	Conditional Acceptance (In-service Testing) Complete	Final Acceptance Complete
1.1 Project Management 1.2 Systems Engineering,	20%	20%	20%	40%

Design and Documentation				
1.3 Software Development				
1.4 Training and Training Documentation	10%	20%	40%	30%

As used in this RFP and procurement, Preliminary Design Review is intended to test confidence that the design satisfies functional requirements and is in conformance with the technical specifications. Before Preliminary Design Review will be considered complete, Contractor must present a functional design to Veolia for its approval.

Final Design Review occurs after the majority of the development work is completed. The purpose of Final Design Review is to verify compliance with the technical specifications and other project requirements. Completion of Final Design Review requires that Contractor demonstrate to the satisfaction of Veolia that the system meets all the requirements of the base project and agreed to options.

In-service testing will commence in a phased manner upon installation of the MDC's. In-service testing will not be considered complete unless Contractor has delivered and installed all equipment. Veolia will issue Conditional Acceptance upon full system operation to the satisfaction of Veolia. Contractor must demonstrate that the system is operating at 98% utilization at a 95% reliability rate. Final Acceptance will occur upon Veolia's approval of certification received from Contractor, that Contractor has delivered all hardware, completed all work to the specifications contained herein, and system is functioning as intended for a minimum of 30 consecutive days of operation of system without any service level agreement violation following Conditional Acceptance.

11.3 DETERMINATION OF PROGRESS

Veolia shall have the authority to determine the percentages of work completed for payment purposes using any commercially reasonable means and methods that may be appropriate to confirm that the percentage of completion shown in the Contractor's invoice accurately reflects the percentage of completed work. "Completion" as used herein includes achievement of applicable approvals.

Contractor shall provide any appropriate documentation required to substantiate the Contractor's invoice at the time of invoice submission. Any additional information needed to substantiate the invoice shall be provided within 14 days of receipt of Veolia's written request for such documentation. Veolia may delay payment, with no interest accruing during the delay, for any invoiced item if such information relating to that item is not provided within the allowed time. If Veolia and the Contractor disagree about the percentage of work completed as reflected in an invoice, Veolia shall make payment based on the percentage of the work it believes is completed, and specify in writing, except for any allowable retainage, the reason for the withheld amounts within 7 days of such payment.

11.4 PURCHASE ORDERS FOR ALL HARDWARE

Contractor shall only invoice Veolia for any hardware in accordance with a purchase ordered signed by Veolia's general manager. Contractor may invoice Veolia upon partial delivery of less than the total number of MDCs ordered following completion of installation and acceptance of each associated post installation test; however, not in amounts less than 20 units. Customer may only

invoice for other hardware upon delivery and installation of the full purchase order. Shipping terms shall be FOB-Destination – Contractor bears all liability for equipment until delivery. Contractor shall only invoice Veolia for equipment for which Contractor presents Veolia with a receiving document, itemized, dated, and signed by an authorized Veolia or subcontracted SF Paratrasnit service provider representative. All hardware invoices dropped shipped to anywhere other than Veolia’s offices located at 68 12th Street, San Francisco, CA 94103-1297 must be accompanied by a fully itemized packing slip, signed and dated by an authorized representative of the receiving party. Itemization shall at a minimum consist of part number, description, serial number (if applicable), and quantity for each item shipped. Irrespective of Section 10.5, Veolia reserves the right to withhold payment of any invoice lacking proper documentation until such documentation is accepted by Veolia.

11.5 PROMPT PAYMENT

Veolia shall review each item and pay Contractor’s invoice within forty-five (45) days of receipt and approval, which shall not be unreasonably withheld. In the event any item(s) is disputed by Veolia, Veolia will not withhold payment on the undisputed portions of the invoice. In order to receive terms of Net 30, Contractor must enroll in Bank of America’s PayMode service for direct deposit, automated clearing house (ACH) electronic payment. Enrollment in PayMode is offered by Veolia at no-cost to its contractors, vendors or suppliers and protects the privacy of their banking information.

12 WARRANTY

Hardware and software design and component defects frequently do not clearly manifest themselves until a new system is fully installed and operational. Contractor shall warranty without limitation all equipment (hardware) and software at no additional cost to Veolia for twelve (12) months following issuance of final acceptance. Contractor shall continue to warranty merchantability and fitness, as well as any and all latent defects, without limitation for the life of the equipment and software.

During the warranty period, Contractor shall inform Veolia’s local IT Manager of any hardware Return Merchandise Authorization (RMA). Should Contractor determine that any piece of hardware requires replacement, such replacement shall be of like kind and Contractor shall report the serial numbers of the units affected. Contractor shall coordinate any Software customer service tickets with Veolia’s local IT Manager.

13 VEOLIA MANAGEMENT AND PROJECT MANAGEMENT

Marc Soto, Veolia’s San Francisco General Manager shall be responsible for all contract direction under this agreement. The General Manager is not authorized to amend this Agreement.

Terrance Shore, Veolia’s IT Manager shall be responsible for and the primary point of contact for all technical issues, user training, CDRL review, system support, verification of Contractor’s SLA performance reporting, and warranty tracking.

Kent Hinton, Veolia’s Contracts Administrator shall issues all purchase orders and be the point of contact for all invoices.

14 VEOLIA CONTRACTING OFFICER

Ken Westbrook, Chief Operating Officer of Veolia Transportation Services, Inc. and the contracting officer for this contract, shall be responsible for contract amendment, contract interpretation (in accordance with Exhibit 3, General Provisions), claims, auditing, insurance, and contract termination or suspension.

15 INCIDENTS

Each party shall notify the other party promptly upon the occurrence of any incident which may adversely affect the timeliness or quality of performance of the work under this Agreement. Following immediate telephone notification, each party shall, as soon as possible, but not later than the next business day following the incident, provide a written incident report to the other party.

16 CONFIDENTIALITY

The parties acknowledge and agree that the parties and their personnel will be furnished, or have access to, certain confidential, proprietary information relating to each other's business, client data and other proprietary software and business information (collectively, the "Confidential Information"). As used herein, "Confidential Information" includes but is not limited to any and all information concerning the parties which is not generally known to the public, including, but not limited to, Veolia's financial statements, payroll rates, contracts and contract billing system, bids, and bid files, customer files, and other confidential information relating to Veolia's services, customers (including van service providers under contract who will be using the MDC system), suppliers, marketing and operating techniques, business methods or finances, best practices and operating procedures.

The parties agree that each and every component of the Confidential Information has been developed by the parties through considerable effort and expense and agrees that each and every component of the Confidential Information is proprietary, is not generally known to other persons, and constitutes a valuable trade secret.

The parties will agree:

throughout the duration of the Agreement and at all times thereafter, to hold in the strictest confidence and not use in any manner or disclose to any individual or entity any Confidential Information, except as may be required or authorized in writing by the disclosing party;

upon request, to deliver any and all notes, memoranda, specifications, devices, formulas, documents and other materials, and all copies thereof, containing any Confidential Information of the requesting party;

in addition to all other remedies available at law or in equity, the parties shall be entitled to immediate injunctive and other equitable relief, without the necessity of showing actual monetary damages, enjoining the breaching party and every party connected with such violation from the continuance of such violation; and,

without limiting the generality of the foregoing, the parties agree that each and every component of the Confidential Information constitutes a “trade secret” of disclosing party and any intentional breach of the Agreement with respect to any Confidential Information could constitute willful and malicious “misappropriation” of a trade secret subjecting breaching party to (a) exemplary damages of up to twice any award for actual loss and (b) the assessment of the non-breaching party’s related attorney’s fees, subject to the limitations of Section 9 of the General Provisions (Attachment II).

17 SECURITY

All Contractor personnel that require access to any Veolia facilities in the performance of this Agreement shall be legally authorized to work in the United States and must comply with applicable security regulations of Veolia. Veolia reserves the right to reasonably regulate the access of any employee, agent or representative of Contractor to the Veolia facilities.

18 PERFORMANCE MONITORING

Veolia staff will monitor Contractor performance, compliance with insurance requirements and with ADA, federal, state, city, and contract requirements, and will gauge the quality of the goods and services provided on a systematic and continuing basis. Such monitoring may include inspection of Contractor’s and subsonctrators’ documents or files; interviews and conversations with Contractor’s employees, subcontractors, San Francisco Paratransit service providers, patrons; and the inspection of facilities, equipment, and vehicles.

Irrespective of Veolia’s monitoring program, Contractor shall implement its own quality assurance program. Such program shall include, but not be limited to: proper design review and approval; full error trapping and thorough prerelease testing of all firmware and software; MDC post installation testing; parallel database test environment; issue resolution; mitigation, vehicle/equipment inspections, and records audits. Proposers shall detail their approach within their written technical proposal.

19 PERSONNEL

Contractor will be solely responsible for the provision, oversight, and satisfactory work performance of all of its employees required to deliver the goods and services described in this RFP. Such responsibility will include the payment of wages and benefits in accordance with the contract, including compliance with requirements of worker's compensation, unemployment insurance, certification of background checks, Social Security and all other federal, state, local and contractual requirements.

To the extent required by San Francisco ordinance, Contractor shall adhere to all applicable local rules and regulations, in particular: Nondiscrimination in Contracts and the First Source Hiring Program. Additional information on San Francisco ordinances that affect contracting may be found at <http://sfgsa.org/index.aspx?page=4766>.

20 EXTERNAL COMMUNICATIONS

Contractor shall defer to Veolia and SFMTA all public communications concerning SF Paratransit services. This includes mass communications with SF Paratransit patrons and all media communications, including but not limited to any advertising, printed materials, press releases, etc. Any media inquires concerning San Francisco Paratransit or proposer's work on behalf of San Francisco Paratransit shall be immediately referred to the Veolia General Manager. Contractor shall designate to Veolia a point of contact within the Contractor's organization, who shall be the person Veolia or SFMTA may refer media or other inquiries concerning Contractor's business concerns.

21 LIQUIDATED DAMAGES

Liquidated damages may be assessed against Contractor for failure to perform in accordance with the requirements of the contract. Liquidated damages shall not be punitive in nature; rather, liquidated damages reflect an attempt to quantify damages incurred by Veolia as a result of Contractor's failure to adequately perform in accordance with the contract. Prior to assessing liquidated damages, Veolia will notify Contractor of its intent to assess liquidated damages and provide Contractor an opportunity to provide documentation in refutation of all or part of the proposed liquidated damages. After considering Contractor's response to any proposed liquidated damages, Veolia's contract administrator shall inform Contractor in writing of any assessed liquidated damages. Should Contractor still dispute the assessment, Contractor may verbally appeal the contract administrator's decision to the Veolia general manager within 10 working days of receipt of assessment. Assessment of liquidated damages by Veolia shall in no way be construed as Veolia waiving its right to terminate the contract for cause or convenience in accordance with the contract general provisions found in Exhibit 3.

See Exhibit 6 for a full listing of the liquidated damages.

22 INSURANCE REQUIREMENTS

Contractors will be required to maintain the following insurance coverage at or above the minimum limits specified:

22.1 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Provider shall maintain a policy of insurance covering Workers Compensation risks in such amounts and with such coverage as required by the laws of the State of California, with Employer's Liability Limits of not less than \$1,000,000 each accident, injury, or illness.

22.2 COMPREHENSIVE GENERAL LIABILITY

Comprehensive "broad form" general liability coverage for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations of not less than \$2,000,000 combined single limit for any one occurrence.

22.3 CERTIFICATE OF INSURANCE

Prior to the start of service under this agreement, Provider shall provide Veolia a certificate of Insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better) indicating Veolia Transportation Services, Inc.; the City and County of San Francisco (Funding Entity); and any subcontractors are included as additional insureds on said policy. For worker compensation insurance only, in lieu of naming additional insured, Contractor may furnish a "waiver of subrogation" releasing Veolia Transportation Services, Inc.; the City and County of San Francisco (Funding Entity); and any subcontractors from any liability for a work-related injury claim filed by an employee or subcontractor of Contractor. All policies shall contain a provision that Veolia shall be given thirty (30) days written notice before the cancellation of any policy, that such insurance is primary and no insurance of Veolia Transportation Services, Inc.; the City and County of San Francisco (Funding Entity); or subcontractor will be called upon to contribute to any loss.

Liability policies may be arranged under individual policies for the full limits required, or by a combination of underlying policies with the balance provided by an umbrella liability policy. All liability insurance shall be written on an occurrence basis; claims-made basis policies are not acceptable.

23 FIRST SOURCE HIRING PROGRAM

For contracts and subcontracts valued at more than \$50,000 or involving the lease of City property, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment. It is the understanding of SF Paratransit that the First Source Hiring Program requirements only extend to this procurement to the extent the Contractor employs personnel within the City and County of San Francisco, within any county adjacent to the County of San Francisco, and on any property owned by the City and County of San Francisco. Contractors should consult the San Francisco Administrative Code, which may be found at the link in Section **Error! Reference source not found., Error! Reference source not found.** to determine their compliance obligations under this chapter. Providers subject to the First Source Hiring Program requirements may be assessed liquidated damages by Veolia or the City for violations thereof.

23.1 WHAT IS THE FIRST SOURCE HIRING PROGRAM?

The First Source Hiring Program was initially enacted into law (Chapter 83 of the City's Administrative Code) in San Francisco in August 1998. The ordinance has recently been modified in April 2006.

The intent of First Source is to connect low-income San Francisco residents with entry-level jobs that are generated by the City's investment in contracts or public works; or by business activity that requires approval by the City's Planning Department or permits by the Department of Building Inspection.

23.2 WHAT PROJECTS QUALIFY UNDER FIRST SOURCE?

- Any activity that requires discretionary action by the City’s Planning Commission related to a commercial activity over 25,000 square feet including, but not limited to conditional use, project authorization under San Francisco Planning Code Section 309 and office development under Planning Code Section 320, et sec.
- Any building permit applications for a residential project over 10 units.
- City issued public construction contracts in excess of \$350,000.
- City contracts for goods and services in excess of \$50,000.
- Leases of City property.
- Grants and loans issued by City departments in excess of \$50,000.

23.3 HOW DOES FIRST SOURCE WORK?

- For businesses or non-profits who receive a non-construction or professional services contract from a City Department over \$50,000, those successful bidders are required to project the number of entry-level job openings they expect during the contract period and forward that information to First Source.
- For City issued construction contracts in excess of \$350,000, or for private developments that fall within the scope of the Chapter 83 requirements, CityBuild is the operational arm of First Source in working with construction contractors to hire local residents for apprentice positions.
- Entry-level jobs are defined as those non-managerial position that require either no education above a high school diploma (or equivalency) OR no more than 2 years of specific training or work experience.
- Successful bidders are required to post their entry-level openings with First Source and offer the City the first opportunity to refer qualified candidates to those positions.
- While the ordinance does not require an employer to hire a specific candidate, it does require that employers make a good faith effort to hire referrals from the City’s workforce development system.

23.4 WHAT ARE THE PENALTIES FOR NON-COMPLIANCE WITH THE FIRST SOURCE ORDINANCE?

- Liquidated damages of up to \$5,000 can be assessed for each entry-level job improperly withheld from the First Source Hiring process.
- Continued failure could result in liquidated damages of up to \$10,000 for each entry-level job improperly withheld from the First Source Hiring process.

23.5 HOW TO CONTACT FIRST SOURCE?

You can contact First Source by calling James Whelly, the First Source Program Manager, at (415) 401-4960; or by emailing him at james.whelly@sfgov.org.

24 EMPLOYMENT TRAINING PROGRAM

Training Requirements: SFMTA requires all contractors and sub-contractors to comply with SFMTA’s Employment Training Program which fosters employment opportunities for economically disadvantaged individuals. Contractor is required to notify Veolia of all open, entry-level positions and consider all program referrals fairly and equally. In addition, the Contractor is required to hire a minimum number of professional service trainees in the area of the Contractor’s

expertise. Trainees shall be obtained through the City’s First Source Hiring Program ‘One Stop Employment Center’, which works with various employment and job training agencies/organizations or other employment referral sources.

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

The number of trainees required is the total number of trainees employed during the life of the contract. Veolia projects that the Contractor will not be required to hire a minimum number of trainees for the contract, based upon the estimated contract value; however, Veolia strongly encourages Contractor to voluntarily hire at least one professional service trainee in conjunction with this project.

Please see Section 25, Small Business Enterprise Program for more details required under the SFMTA training program.

25 SMALL BUSINESS ENTERPRISE PROGRAM

The San Francisco Paratransit Broker is committed to Small Business Enterprise (SBE) participation in conjunction with SFMTA's goals for this project. Firms bidding must meet the SBE program requirements specified in the RFP or Contractor's Proposal, whichever is greater. All requested SBE information shall be included in Contractor's proposal. SFMTA's Small Business Enterprise (SBE) Program and required forms may be found in Exhibit 6.

There is no specific SBE participation goal for this project; however, SBE participation is strongly encouraged.

No proposal which fails to respond to the SBE section of this RFP shall be deemed responsive. Such proposals shall be disqualified in accordance with specifications herein outlined.

26 OVERVIEW OF RFP PROCESS

26.1 EVALUATION OF PROPOSALS

26.1.1 Minimum Requirements for Submitting a Qualified Response

A two-phase evaluation will be completed, wherein in proposals will be evaluated first, as to their responsiveness to the minimum qualifications set forth below. Proposals which are incomplete and/or which fail to demonstrate adequate qualifications may be deemed non-responsive and will not be considered further. Proposals not received before the specified deadline will not be considered.

To be considered responsive, the proposal must adhere to the following minimum qualifications:

- Be received on or before the specified submission deadline;
- Designate a prime contractor, if more than one firm, company or individual is bidding with other(s) to offer service, to conduct business, make commitments on behalf of group and to obligate all members to meet the terms of any agreement reached between bidder and broker;
- Each proposer must include with its proposal a proposal bond or certified check in the amount of \$10,000 USD. The purpose of the bond or check being to secure the proposers obligation to execute a contract and commence work if selected. The bond or certified check of unsuccessful proposers shall be returned by Veolia as soon as possible after award of contract to another Proposer, Proposer is determined to be non-competitive, or Proposer is determined to be non-responsive, whichever occurs first. In the event Proposer is awarded a contract, the bond or check shall be returned as soon as possible following receipt by Veolia of Proposer's performance bond issued in accordance with Section 10. In no instance shall Veolia pay interest on any money furnished as security;
- Meet all the requirements outlined in this request for proposal (RFP), including the technical specifications, and cover the entire scope of work herein described;
- Meet all liability and insurance requirements, as set forth in subsection 22 and elsewhere in this RFP, as well as all other applicable legal requirements, including all licenses and inspections; provide and maintain in full force during the term of the agreement, all insurance including workers' compensation with limits not less than \$1 million with limits not less than \$1 million occurrence, comprehensive general liability with limits not less than \$2 million per occurrence, and all other required insurance in limits specified with the required additional insureds;
- Avoid any potential conflict of interest by signing all required forms and be capable of ensuring that no collusion in preparing bidder's proposal occurred and that bidder has no other interest, financial or otherwise, in any other bidder in this process;
- Must comply with the first source hiring program, SFMTA employment training, and small business enterprise (SBE) requirements as set forth in the respective sections of this RFP;
- Submit completed originals of all required certifications, declarations, and forms. The documents that are listed in Section 28.2, Certifications, Declarations and Forms of this RFP must be completed and attached to the technical proposal. Failure to complete in full and/or submit any required certification, declaration, or form may be grounds for Veolia to deem the proposal non-responsive and reject it.

26.1.2 Technical Evaluation

As the second phase of the evaluation, responsive and qualified proposers will be further evaluated on the basis of capabilities and proposed solutions by an evaluation committee consisting of Veolia management and technical representatives, an SFMTA management representative, an SF Paratransit end user, and a paratransit peer professional. The evaluation committee will preliminarily evaluate and rank the technical proposals from all responsive proposers on the basis of the technical proposals received. The committee may then rescore the technical proposal score following receipt of and based upon clarifications, interviews, client reference checks, and oral presentations, if any. Veolia may, at its own discretion, request written clarifications or additional information to determine if the minimum qualifications and technical requirements can be met. The technical evaluation shall be completed without regard to price.

26.1.2.1 *Cover letter*

The proposal must include a cover letter that identifies the proposing firm/organization, mailing address, and contact person and telephone number. The cover letter must acknowledge the receipt of all addenda issued to this RFP, and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

26.1.2.2 *Solutions Being Proposed*

Proposer should describe in detail the solutions being proposed. Proposer should clearly identify any proprietary and confidential materials included with its proposal. At a minimum Proposer should describe its proposed Mobile Data Computer hardware, wireless communications solution, physical and logical network topology, back office software, and application programming interface with Trapeze PASS/COM/CERT. Particular emphasis should be given to any unique and creative solutions, which may not have been fully envisioned by San Francisco Paratransit.

The proposal will be evaluated as to its overall responsiveness to the contract requirements set forth in this RFP. Any condition, reservation, exception, or understanding of any contract requirement may be discussed during the interview or best and final negotiations. However, Veolia reserves the right to reject any and all conditions, reservations, exceptions, or understandings and instruct Proposer to amend its Proposal and remove said conditions, et al. Any Proposer failing to do so may cause Veolia to determine such Proposal to be outside the competitive range.

In order for a proposer to be responsive to this RFP, the Proposal must meet all minimum qualifications and address all the technical requirements as listed in the technical specifications described in Exhibit 1. Each technical requirement will be scored on a pass/fail basis, with responses of "Standard" or "Customization" considered a passing score. Responses of "Non-supported" will not automatically eliminate a proposal from consideration; however, Contractor shall receive no score for each such response.

Any Proposal failing to document the proposer's compliance with the following requirements may be deemed non-responsive and discarded:

- Proposer shall be able to demonstrate successful experience implementing like devices for a paratransit system of similar scope and scale.

- Proposer shall provide new equipment of its own manufacture or new equipment for which Proposer is authorized by the manufacturer to resell in San Francisco, California for the purposes described in this RFP.
- Proposer shall provide the hardware and software technical expertise necessary to integrate the proposed solution with San Francisco Paratransit's existing IT hardware and software.
- Proposer shall be able to demonstrate the financial strength to be able to see project through to fruition within the allotted timeline.

Each responsive Proposal shall be evaluated on each of the following technical categories:

- Quality of Proposal: The overall professionalism of the materials submitting. Veolia seeks proposals which are specific to this RFP, well organized, clearly address all requirements contained herein, and propose effective, creative solutions.
- Project Management: Proposer's key personnel. Proposer must clearly identify and describe the authority of key personnel. Proposer must demonstrate successful experience with projects of a similar scope and nature.
- Technical Requirements: Proposer's compliance with the technical specifications in Exhibit 1. For each requirement identified as "standard" or "customization", Proposer will receive a commensurate percentage of the maximum score for this category.
- Quality of Proposed Solution: Evaluation Committee's subjective evaluation of Proposer's responses to the overall requirements of the RFP.

26.1.3 Cost Evaluation

Proposer shall submit a fixed cost proposal, with separate line item prices for each of the following categories:

- Project Management
- Systems Engineering, Design and Documentation
- Software Development
- Training and Training Documentation
- Mobile Data Computers and other hardware (show unit price(s)), including installation costs

For purposes of evaluating costs in support of proposer's price, proposers shall prepare a complete budget detailing by line item all costs included in its proposal and which the proposer will incur in the delivery of the required goods and services. All hardware costs shall be separated between equipment costs and installation costs. All costs shall be identified in a budget or cost model organized by direct, overhead, and G&A costs. Examples of direct costs include material, labor, hardware installation, subcontracts, travel, or other charges specifically associated with this RFP. Examples of overhead costs include, but are not limited to, facilities, benefits, taxes associated with wages, , insurance, equipment, utilities, telephones, computers, internet service, legal fees, training, licenses, taxes, permits, accounting and professional fees, fuel, parts, tires, travel, subscriptions, and all other expenses related to the project. G&A costs are any general management, financial, and other expenses incurred by, or allocated to the business of the Proposer as a whole. Profit shall be identified as a separate line item.

26.2 SCORING

Proposals can receive up to 100 total points, 70 for the technical points and 30 for the cost portion as herein prescribed.

26.2.1 Technical Proposal Evaluation

The technical proposal of each proposing firm/organization will be evaluated in regard to the following categories and awarded points by each member of the evaluation committee up to the maximum number of 70 points specified for each category:

	Technical categories	Points
1.	Quality of Proposal	5
2.	Project Management	10
3.	Technical Requirements	25
4.	Quality of Proposed Solution.	30

The evaluation committee may factor into their final point scores all information supplied in the technical proposal, responses to request for clarification of the technical proposal, responses to questions which may be asked by the committee, oral presentations, and the results of any reference checks. Because proposers outside of the initial competitive range based upon the proposals as received may not be invited to an oral presentation to demonstrate their proposed equipment and system, Proposers are cautioned to submit their best effort with the initial submittal. Should oral presentations occur, the committee may subsequently adjust their initial scores for project management, technical requirements, and quality of proposed solution.

26.2.2 Cost Proposal Evaluation

Cost will be allocated 30 possible points to be awarded as follows. The lowest cost proposal (i.e., total cost) will be awarded 30 points. The cost for each other proposal (i.e., total cost) will become the denominator of a fraction, and the cost from the lowest cost proposal shall be the numerator of said fraction. This fraction shall be converted to a decimal fraction that shall be multiplied by 30 to arrive at the cost points to be awarded to the proposal. Each other proposal shall be evaluated in like manner.

By example: if the lowest proposed composite cost is \$100,000, that proposal will receive 30 cost points. If the next lowest proposal is for \$110,000, that proposal receives $100/110$ (.909) times 30 for a price score of 27 points, etc.

These earned points will be added to the technical proposal score (maximum 70 points) to obtain a total score for a maximum score of 100 points.

Proposer must complete and submit separately a cost proposal valid for nine (9) months from submission, on the form provided. The form must be submitted in a separately sealed envelope marked: COST PROPOSAL. Contents of the cost proposal envelope shall include only one (1) signed original of the cost proposal and one diskette copy (MS Excel – Office 2003 version).

26.3 DETERMINATION OF AWARD

The final determination of contract award will be based upon a combination of the Source Selection Committee’s objective process as detailed in Section 26.1.2, Technical Evaluation, cost proposal evaluation as detailed in in Section 26.2.2, Cost Proposal Evaluation, and the processes described herein.

The aggregate maximum score that a firm can receive is 100 points broken down as follows:

Technical approach of the overall project	maximum 70 points
Price of the overall project	maximum 30 points

Those firms within a competitive range, as determined by Veolia, will be required to present their proposed solution(s) and conduct an oral interview before the established selection committee. The scores for determining the initial competitive range shall be based only upon the required elements as identified in Section 6.1.1, Required Elements; Section 6.2, Technical Specifications; and Exhibit 1, Technical Specifications. Each firm selected for oral interview will be provided a summary review of their proposal, identifying strengths and weaknesses of the proposal. At the time of the oral interview, presenters shall identify how they will address weaknesses to the proposal in addition to any technical presentation. Technical proposals will be re-scored after the oral presentations and receipt of answers to questions and/or client references. Proposers within the final competitive range at the conclusion of discussions may be asked to submit a best and final offer based upon the results of discussions.

The final selection shall be based upon the combination of required and optional elements proposed that represent the best value for San Francisco Paratransit. Veolia reserves the right to negotiate a final price and contract with only the one firm who proposed the best overall value for San Francisco Paratransit as determined by Veolia.

Contract award may be made without discussion with proposers, simply on the basis of initial proposals. Therefore, proposers are cautioned to present their best effort and most competitive price with their initial submittal.

27 PROTEST PROCEDURES

27.1 TYPES OF PROTESTS:

There are two types of protests that may be filed regarding this procurement; pre-proposal protests and post award protests. Pre-proposal protests are protests related to the content of this RFP, overly restrictive specifications, or alleged improprieties in the proposal procedure. Post-award protests are protests objecting to the award of a contract after the competitive solicitation process, including an alleged violation of applicable law and/or San Francisco Paratransit policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract under this solicitation.

27.2 PROTEST REQUIREMENTS:

A protest will not be considered valid unless it is submitted in writing within the time limits specified herein and contains at least the following information:

- Name, Address, Phone number and email address of Protester;
- Clear identification of the solicitation being protested;
- Clear identification of the reason(s) for the protest;
- A statement regarding the relationship of the protester to the procurement sufficient to establish a direct economic interest in the procurement or award (i.e. standing to protest); and,
- A statement of the specific relief being sought.

27.3 TIME REQUIREMENTS:

A pre-proposal protest must be filed within seven calendar (7) days after the solicitation documents are first issued. Post-award protests must be filed within ten (10) calendar days of notice of award (measured from the date Veolia e-mails the notice of award to all who submitted proposals). In the event a due date falls on a weekend or national holiday, the period ends at 5:00 PM local time on the next business day.

27.4 PROTEST DELIVERY:

Protests shall be delivered to the same office and same person to whom the proposal documents were required to be delivered.

27.5 RECEIPT OF PROTEST:

The receipt of a protest will be acknowledged in writing by Veolia to the protester. Notice of receipt of a post-award protest will also be given to the proposer recommended to receive the contract.

27.6 INTERVENTION:

An entity may intervene in a protest by written demonstration that the intervener has a direct economic interest in the procurement.

27.7 VEOLIA RESPONSE:

Veolia shall respond to each valid protest with a written response. The response shall be prepared by the Contracting Officer, Mr, Ken Westbrook, COO.

28 EXHIBITS AND FORMS

28.1 EXHIBITS

1. Technical Specifications
2. Pricing Schedule
3. Sample Contract General Provisions
4. Sample Contract Local Provisions
5. Sample Contract Federal Provisions
6. Small Business Enterprise (SBE) Program
7. Incentives/Disincentives
8. Rider's Guide #1
9. Rider's Guide #2
10. Rider's Guide #3

28.2 CERTIFICATIONS, DECLARATIONS AND FORMS

The following must be completed and submitted as a part of the proposal.

1. Price Form
2. Proposer's Certification Statement
3. Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters.
4. Certification Regarding Lobbying
5. Certificate of Non-Collusion
6. Small Business Enterprise (SBE) Forms

TECHNICAL SPECIFICATIONS

In order to expedite evaluation of the proposals, proposers are required to respond on a copy of the requirement list. The proposer should respond to all requirements contained in this section in the format shown here, unless a specifically stated exception applies. For each requirement, the proposer should indicate whether the proposed system meets the functionality of the requirement by marking an "X" in the appropriate column. If an explanation is required, or would be helpful, enter it in the "Comment" field. If an expanded note is needed, type "**See Explanation**" in the "Comment" column where the requirement is described, and respond on a separate piece of paper, identifying the response with the requirement number. Respond to each requirement as follows.

Column Heading	Description
STD	The required function or feature is a standard feature of the proposer's product, as currently sold.
CST	The function or feature requires customization to perform the required function.
NON	The function or feature is non-supported in the standard version of the proposer's product, and the proposer will not incorporate the required function.

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#	Description	STD	CST	NON	Comment
	System Functionality				
1.	Unit displays a screen to allow the driver to log the vehicle into or out of service.				
2.	System transmits individual trip assignments from the Trapeze system to vehicle MDC units before the service day and as actions are taken in dispatch, with no additional keystrokes required by dispatchers beyond those required to take the action in Trapeze. Trip data include trip id, passenger name, scheduled number of riders and attendants, pickup time or window, pickup and drop off addresses, cities and apartment numbers, appointment time, equipment, fare payment expected, text messages (e.g., door-to-door, stair-assist, attendant required, meal/rest break time, no earlier/later than time), etc.				
3.	Visual alert to driver of important messages (e.g., schedule changes, door-to-door, stair-assist, attendant required, meal/rest break time, no earlier/later than time, etc.)				
4.	System provides "Trip List" summary screen and "Trip Details" screen. At a minimum, the summary should include: <ul style="list-style-type: none"> a) Pickup/Drop off Designation b) Address c) Scheduled Time d) Appointment Time if Applicable 				

#	Description	STD	CST	NON	Comment
	e) Type of Equipment				
5.	System transmits trip insertions or cancellations from the Trapeze system to vehicle MDC units as these actions are taken in dispatch, and with no additional keystrokes required by dispatchers.				
6.	System transmits the entire Trapeze comment field, to give the driver special information regarding a stop or a passenger, for example, requirements for level of care of the passenger, instructions for finding a particular stop location, or other information.				
7.	System allows the driver to indicate the actual means and amount of fare payment, e.g. cash, pass, or Smart Card, and full or non-payment, or amount paid.				
8.	System allows the driver to transmit the actual number of riders and attendants or companions boarded for each trip.				
9.	System transmits, following the press of a function key by the driver, the time that the vehicle arrived at the pick-up location, and its XY coordinates, and enters this information into the Trapeze “arrive” field for the “+” record of the trip..				
10.	System transmits, following swipe of the rider’s ID card by the driver, the time that the passenger(s) indicated for the pickup location has boarded, and enters this information into the Trapeze “collect” field for the “+” record of the trip. System shall have a fall-back method for driver to enter rider ID and record event, in case the ID card is not readable or is missing				

#	Description	STD	CST	NON	Comment
11.	System transmits, following the press of a function key by the driver, the time that the vehicle arrives at the dropoff location, and its XY coordinates, and enters this information into the Trapeze “arrive” field for the “-“ record of the trip.				
12.	System transmits, following swipe of the rider’s ID card by the driver, the time that the passenger(s) has de-boarded at the drop off location and that the vehicle is en route to its next scheduled location, and enters this information into the Trapeze “collect” field for the “-” record of the trip. System shall have a fall-back method for driver to enter rider ID and record event, in case the ID card is not readable or is missing				
13.	System records and transmits the vehicle’s odometer reading at each scheduled event in Trapeze (beginning and end of route, arrive and collect for each scheduled pickup or dropoff, breaks, lunch, out of service and refuel stops.				
14.	In the event that an MDC unit is unable to successfully transmit arrive or collect times and XY coordinates for any scheduled event, system stores the time and location of all schedule events relating to the pickup or dropoff and transmits this information as soon as transmission is possible, with the original event time.				
15.	System assists driver in tracking the amount of time required between arriving at a location and requesting dispatch to “no-show” a trip.				
16.	Amount of time allowed for a “no-show” is configurable by the transit agency.				

#	Description	STD	CST	NON	Comment
17.	System allows the driver to notify dispatch that a passenger has not appeared at the indicated pick-up location within the specified time.				
18.	System allows dispatch to notify driver that the trip is considered a “no-show”.				
19.	System allows the driver to inform dispatch that a scheduled passenger has canceled their trip while the vehicle is at the pick-up location.				
20.	System allows the driver to request dispatch approval to execute stop instructions out of the order shown on the MDC screen.				
21.	System allows dispatch to approve out-of-order stop instructions.				
22.	Using AVL and mapping capabilities, system provides the operator with a computer-generated map showing the vehicle’s location relative to the intended destination.				
23.	Using AVL and mapping capability, system provides the operator with audible driving instructions to their next destination with real-time map update, similar to Garmin or TomTom.				
24.	MDC capable of displaying real-time traffic conditions.				
25.	AVL map data updated every 6 months via USB port or Wi-Fi.				
26.	System allows the driver to transmit appropriate traffic				

#	Description	STD	CST	NON	Comment
	condition and/or weather information to dispatch, the entire fleet or to vehicles within certain areas				
27.	System allows dispatch to transmit traffic condition and/or weather information to a single vehicle, the entire fleet or to vehicles within certain areas.				
28.	System allows the driver to notify dispatch of a delay en route or in boarding/ deboarding a passenger and the reason for the delay through use of codes for issues such as traffic, weather, no parking, passenger incident, wheelchair securement delay, etc.				
29.	System notifies driver of a new trip order or revised order or other dispatch message and requires positive acknowledgment by operator if received within a specified number of minutes or stops of the current location.				
30.	System prevents driver from executing any further function through the MDC before acknowledging new instructions.				
31.	System allows vehicle operator to “undo” or erase their last MDC transmission to correct an error.				
32.	System allows text messages only between dispatch and vehicle. System shall not allow vehicle to vehicle direct communications.				
33.	System allows the driver to request a break or lunch from dispatch.				
34.	System allows the driver to use codes and/or text comments to indicate a problem in the schedule, add driving directions,				

#	Description	STD	CST	NON	Comment
	changes in passenger mobility aids, etc.				
35.	System provides dispatch with a means of requesting an operator to extend their scheduled work shift and for the operator to confirm their acceptance of this change.				
36.	System captures necessary payroll data for support of contractor payroll functions.				
37.	System prevents manipulation of data transmitted by the MDC to Trapeze PASS				
	<i>Maintenance Reporting</i>				
38.	System allows drivers who have breakdowns or vehicle problems to notify their dispatch center of the nature of the problem and their location.				
39.	System obtains basic data on vehicle condition and fluid use from daily entries by vehicle operator.				
	<i>Safety/Security</i>				
40.	System allows the driver to send a “silent” incident report, alerting dispatch to an emergency on-board the vehicle and transmitting the vehicle’s location without passengers being aware that a message has been sent.				
41.	System allows the driver to notify dispatch of an accident as a priority transmission with only a few key-strokes.				
42.	System allows driver to alert dispatch to an emergency situation and indicate the type of emergency response which is needed, e.g. police, fire, paramedic.				

#	Description	STD	CST	NON	Comment
43.	MDC disables driver input while vehicle is in motion, allowing only AVL map display update and audio driving directions.				
	<i>Training Functions</i>				
44.	System allows new drivers to use pre-planned “training tours,” which can be dispatched automatically through the MDC for road training and area familiarization.				
	<i>Operational Aides</i>				
45.	System allows the driver to alert dispatch to situations with a specific boarding and to request dispatch direction (situations might include no-fare, excess packages, oversize wheelchairs, etc.).				
46.	System allows the driver to request that dispatch call the next passenger, alerting them to the impending arrival of the vehicle.				
	<i>On-board Hardware Environmental Requirements</i>				
47.	System is capable of operation on 12 VDC nominal electrical system: <ol style="list-style-type: none"> 1. with an operating range of 9 to 24 VDC; 2. Be able to withstand sustained voltage levels of up to 24 VDC for up to ten (10) minutes; 3. Shall not suffer corruption of data when the power dips below 9 VDC; 4. Shall not be damaged by transient power spikes; i.e., 				

#	Description	STD	CST	NON	Comment
	<p>very high (10 times nominal voltage), short duration (up to 10 milliseconds [ms]) peak voltage; and</p> <p>5. The Contractor shall provide independent laboratory test results demonstrating that these equivalents have been met.</p>				
48.	System is suitable for operation in a rugged environment and is able to withstand vibrational stresses as specified in MIL-STD-810E 514.4. Provide shock and vibration test information for each component.				
49.	System is suitable for operating and storage in San Francisco, California, and is able to withstand the following. Provide test information for each component.				
	a) Storage temperatures in excess of +60°C (MIL-STD-810E 501.3.I)				
	b) Operating temperatures in excess of +35°C (MIL-STD-810E 501.3 II)				
	c) Storage temperatures lower than of -20°C (MIL-STD-810E 502.3 I)				
	d) Operating temperatures lower than of +5°C (MIL-STD-810E 502.3 II)				
	e) Sudden changes to operating temperatures (MIL-STD-810E 503.3).				

#	Description	STD	CST	NON	Comment
50.	System is able to survive a humidity test and is able to withstand corrosion and salt fog as specified in MIL-STD-810E 509.3 I. Provide test information for each component				
51.	System is able to survive moisture and water spilled on the keyboard/display as specified in MIL-STD-810E 512.1. Provide test information.				
52.	<p>The Contractor shall provide independent test laboratory results demonstrating that the on-board equipment has met the following environmental specifications.</p> <ol style="list-style-type: none"> 1. Operating Temperatures between 15 degrees Fahrenheit (°F) and +120°F during normal operations; 2. Storage Temperatures between – 4°F and +175°F; 3. Humidity: 98% / 151°F profile per Society of Automotive Engineers (SAE) 1455 or approved equivalent standard; 4. Shock: 18g of 2 ms; 5. Operating Vibration: 3-axis 10-500 Hertz (Hz) per SAE 1455 or approved equivalent standard; 6. Endurance Vibration: 3-axis 28 - 800 Hz per SAE 1455 or approved equivalent standard; and <p>Dust and Water Ingress: Protected to Ingress Protection 54 for all equipment inside the vehicle; Ingress Protection 65 for any equipment mounted outside the vehicle such as antennas.</p>				
53.	On-board devices shall meet 47 CFR Part 15 of Federal Communications Commission (FCC) rules and regulations related to generation of and susceptibility to Radio				

#	Description	STD	CST	NON	Comment
	Frequency Interference (RFI).				
54.	<p>Protection shall be provided against RFI and Electromagnetic Interference (EMI) emission sources, as well as internal conductive or inductive emissions.</p> <p>The Contractor, at its sole expense, shall be responsible for conducting any RFI and EMI tests necessary to demonstrate compliance with these requirements. Alternatively, the Contractor may request a waiver of certain tests by providing certificates of compliance for identical equipment tested and certified as part of another project.</p>				
55.	Unless otherwise approved, all devices, cables and connectors shall be shielded and grounded.				
56.	All cables shall be labeled and all labels shall be non-metallic and shall resist standard lubricants and cleaning solvents.				
57.	When components shall be connected to each other through individual wires, the wiring shall be incorporated into a wiring “harness,” where each branch of each circuit can be separated from others for troubleshooting.				
58.	All mobile devices shall be fused or contain supplemental (to the vehicle circuit breakers) circuit breakers. Fuses or circuit breakers shall clearly indicate when they have been tripped.				
	<i>MDC Hardware Specifications</i>				
59.	The MDC shall be an integrated driver display and virtual keypad, and shall be designed to provide a single point of				

#	Description	STD	CST	NON	Comment
	initialization and operation for all data communications/AVL electronic systems on-board paratransit vehicles.				
60.	The MDC shall be designed for simple and intuitive use by operators from varied educational backgrounds. The MDC shall not be configured in such a way as to require computer literacy from the operators.				
61.	The MDC screen shall be readable by the driver without leaving the seat of the vehicle.				
62.	The MDC display shall be a durable touch screen with a proven life of no less than 10 years.				
63.	The touch screen shall have electro-static glass.				
64.	The MDC has a minimum screen size of 3.5" by 4.5".				
65.	The MDC shall have a screen resolution of 640 x 480 (VGA) or higher.				
66.	The screen is illuminated for night operation with a low-glare setting.				
67.	The screen is visible in bright sunlight and may be viewable by operators wearing polarized lenses.				
68.	The MDC shall include brightness and contrast adjustments, and Veolia is interested in any capabilities to auto-adjust (within designated ranges) brightness and contrast based on ambient light conditions.				
69.	The MDC display shall have controls to allow the operator				

#	Description	STD	CST	NON	Comment
	to adjust backlight, brightness, contrast, and volume settings within configurable limits. In no event shall such controls allow the screen to be set such that the text is unreadable, or volume cannot be comfortably heard by an operator. Default settings and range limits shall be set via configuration data and shall not be modifiable by the operator. The MDC shall revert to default settings whenever there is a new logon.				
70.	MDC screen shall have a service life of 10 years in normal transit use that includes frequent activation of the same area of the screen (e.g. a request to talk icon). If an overlay or film is utilized, the Contractor shall identify in its proposal the expected useful life of the overlay or film and recommendations for maintenance;				
71.	The MDC provides a virtual keypad for entry of numeric data and additional keys to support the proposed application, which may be used by operators using gloves.				
72.	The MDC provides cursor control and buffer control functions such as delete character/message, enter/transmit, and scroll up/down message/buffer.				
73.	The MDC provides the ability to control display and keyboard brightness.				
74.	The MDC has a magnetic swipe card reader capable of reading CR80 type cards with 1/2" 2750oe Lam Mag strip.				
75.	The MDC provides a USB v2.0 compliant port or other means of loading program modifications and maps, and as an alternative means of loading daily manifests and				

#	Description	STD	CST	NON	Comment
	unloading completed (end of shift) detail information.				
76.	In the event of a communication failure, data unloaded via alternative means is capable of being processed by the Trapeze system.				
77.	The MDC interfaces to the odometer for odometer mileage information.				
78.	The MDC has sufficient capacity for efficient operation of the application.				
79.	The MDC provides the ability to accommodate normal growth for the next five years.				
80.	The MDC is a programmable device with a 16 bit or more processor.				
81.	The MDC is capable of retaining all transactions and messages for one (1) full driver shift up to 12 hours in duration.				
82.	The MDC has a screen suitable for displaying extended text messages and graphics such as street, campus and apartment maps, and rider ID photographs transmitted by PASS.				
83.	The MDC display shall include functionality to display different font sizes, colors and styles on the screen.				
84.	The MDC display shall include functionality to display text and icon-based messages, jpg images and key labels				

#	Description	STD	CST	NON	Comment
85.	The MDC shall display at a minimum, current system time, Wireless Network status and New Message indicator as part of its normal in-service display.				
86.	<u>Touch screen shall not require use of a stylus.</u>				
87.	Data collection and/or transmission use algorithms that are based on the status of vehicle, status of pickup, last reporting time, distance traveled and other factors.				
88.	Unless otherwise approved, internal (to the on-board equipment) batteries shall not be used to maintain parameter information or data in on-board equipment when it is in its powered down state. Internal batteries may be used for certain very limited functions such as maintaining the operation of a real-time clock when the equipment is powered down provided that such batteries have a minimum life of four (4) years when the equipment is stored in inventory, and eight (8) years of life when the equipment is in operation.				
89.	All data shall be maintained in non-volatile memory. All storage shall be solid-state. No disks or hard drives shall be permitted, though removable memory cards will be permitted.				
90.	All exterior connectors and exposed ports shall be protected and designed for use in a mobile environment subjected to dirt, water, oil, and cleaning solvents.				
91.	Equipment of the same type must be identical in mounting characteristics and inter-unit cabling across the entire fleet, so that a replacement piece of equipment is installable				

#	Description	STD	CST	NON	Comment
	without modification in any vehicle in which it might be used. This requirement does not apply to mounting brackets that may be unique to each vehicle type and configuration.				
92.	The MDC shall contain a small speaker and audio output to provide audio alerts. The MDC shall include a volume control for these functions. All tones generated by the MDC shall be configurable by Veolia, for the tones: default volume (low, medium, high), frequency, duration, and ability to play two distinct tones.				
93.	The Contractor shall provide the following installation hardware: 1. Fixed brackets and associated hardware for the MDC. The brackets shall reduce movement caused by vibration. 2. Cabling for connections to the applicable on-board equipment, antennas, power, and ignition switch.				
94.	All wires and cables shall be durable and free of breakage due to bending or vibrations.				
95.	All wiring harnesses shall be limited to no more than three (3) cables per bundle.				
	<i>MDC Functional Requirements</i>				
96.	Data shall not be corrupted due to short-term power interruptions (e.g. vehicle startup or power-down.), including complete loss of vehicle power.				
97.	The MDC shall not “freeze up” in the event that power is applied in the incorrect order (ignition sense versus continuous power on the load side of the master switch), or due to short-term power interruptions (e.g. vehicle startup or				

#	Description	STD	CST	NON	Comment
	power-down), including complete loss of vehicle power.				
98.	The vehicle ignition switch shall control the MDC power. The POWER key shall not be able to turn off the MDC when vehicle is moving.				
99.	The MDC shall include functionality to receive and process software updates (operating system and application), firmware updates, and configuration parameters over the air. It shall not be necessary for a technician to connect a laptop to, or physically access an MDC in order to apply such changes.				
	<i>AVL Specifications</i>				
100.	The GPS receiver has at least 8 channels with an update rate of at least once per second.				
101.	The GPS receiver has a position accuracy for: <ul style="list-style-type: none"> • 10 second update -- 20 meters • 1 second update -- 5 meters 				
102.	The GPS receiver has a Time to First Fix (TTFF) from each of the following states: <ul style="list-style-type: none"> • Cold start -- less than 90 seconds • Warm Start – less than 30 seconds • Hot start – less than 15 seconds • Reacquisition – less than 1 second 				
103.	The proposer uses a low profile patch antenna for the GPS receiver.				
104.	The AVL system is able to identify that the vehicle is more than a predetermined distance from the expected XY coordinates when the driver presses the arrive function for a scheduled location.				

#	Description	STD	CST	NON	Comment
105.	The AVL system is able to send the location of a vehicle after it has sat in one location for a specified period of time.				
106.	The AVL system is able to automatically adjust the frequency of vehicle polling or transmission when a vehicle is behind schedule.				
	<i>Smart Card Interface</i>				
107.	The system is capable of supporting Smart Card technology in the future.				
108.	If the proposed MDC has the capability of processing the Smart Card application, the system provides 1) a standard input/output port (RS232, RS485 or J1708) to interface to a Smart Card Reader, 2) the ability to field upgrade the MDC's memory, if necessary, to process the Smart Card application, 3) the ability to field upgrade the disk capacity to store all or a subset of the Smart Card application software, rider database and tables, and the data collected each day, 4) the ability to update the rider database and tables and 5) the ability to off-load the Smart Card data that is collected each day.				
109.	If the proposed MDC does not have the capability of processing the Smart Card application, the system includes a standard input/output port (RS232, RS485 or J1708) in order to use the MDC as a display unit for the Smart Card Read/Processor.				
	<i>Radio/Modem Interface</i>				
110.	The System Design Document shall include a comprehensive interface description and Interface Control Document describing how all requisite functionality and interfaces will be provided.				
111.	The CDPD radio/modem communicates with the MDC via a serial port with a DB9 connector.				

#	Description	STD	CST	NON	Comment
112.	The system shall be able to receive and transmit the entire day's worth of manifest data via the CDPD network at least 98% of the time.				
	<i>Data Communication Requirements</i>				
113.	Cellular Network - The MDC shall capable of cellular network data communications based on any of the commercially-available cellular technologies. Veolia reserves the right to elect a carrier proposed by Contractor and require an alternative in the event that the proposed carrier's service does not reasonably appear to be adequate.				
114.	The data communications system shall provide consistent, reliable data communications throughout the entire San Francisco Paratransit geographic service area. The Proposer shall include coverage maps providing evidence of such coverage, <u>as well as a description of the data used to develop these maps.</u>				
115.	A cellular network to internet gateway shall control communications between the MDC and Veolia's PASS servers.				
116.	Both the local maintenance support and Contractor's remote support shall have access to the WAN gateway.				
117.	The data communications system shall provide sufficient bandwidth to manifest, text messaging, vehicle location, and other messages without affecting vehicle pull-out or normal operation.				
118.	The communications network shall support interactive, two-way messaging without appreciable (to the operator) delay.				
119.	The Proposer shall include in its Proposal a data traffic analysis showing estimated data loads by communications type (e.g. vehicle location, event reporting, messaging, overhead, etc.), including loading for initial manifest download.				

#	Description	STD	CST	NON	Comment
	<i>Network Hardware Requirements</i>				
120.	All network components shall be industry standard 19"rack mounted.				
121.	Servers shall use MS Windows 2008 Server operating system.				
122.	Servers shall be Dell Power Edge or approved equal which meets or exceeds the following:				
	Base Unit:	PE R710 with Chassis for Up to 8, 2	5-Inch	Hard Drives (224-8461)	
	Processor:	PowerEdge R710 Shipping (330-4124)			
	Memory:	64GB Memory (16x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processors,Optimized (317-7370)			
	Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)			
	Video Card:	E5506 Xeon Processor, 2.13GHz 4M Cache, 800MHz Max Mem (317-1207)			
	Video Memory:	E5506 Xeon Processor, 2.13GHz 4M Cache, 800MHz Max Mem (317-1219)			
	Video Memory:	PowerEdge R710 Heat Sinks for 2 Processors (317-1213)			
	Hard Drive:	146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-2014)			
	Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache, x8 Chassis (341-8712)			
	Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)			
	Modem:	iDRAC6 Enterprise (467-8648)			
	CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL (313-9092)			

#	Description	STD	CST	NON	Comment
	Sound Card: Bezel (313-7517)				
	Speakers: Riser with 2 PCIe x8 + 2 PCIe x4 Slot (320-7886)				
	Documentation Diskette: Dell Management Console (330-5280)				
	Documentation Diskette: Electronic System Documentation and OpenManage DVD Kit (330-3485)				
	Additional Storage Products: 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-2014)				
	Feature RAID 5 for H700 or PERC 6/i Controllers (341-8700)				
	Feature Sliding Ready Rails With CableManagement Arm (330-3477)				
	Service: Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2Year Extended (992-8062)				
	Service: Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year (993-2100)				
	Service: Dell Hardware Limited Warranty Extended Year (993-8458)				
	Service: Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8447)				
	Service: DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEED (993-8459)				
	Service: Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system (994-4019)				
	Misc: High Output Power Supply Redundant, 870W (330-3475)				
	Misc: 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-2014)				

#	Description	STD	CST	NON	Comment
	Misc: Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)				
	Misc: Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)				
	Misc: 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive (342-2014)				
123.	Provide secure connection to Veolia's Trapeze PASS-MON servers using Cisco VPN, SSL via https, or other approved equal				

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**PRICING SCHEDULE
MOBILE DATA COMPUTER SYSTEM
SAN FRANCISCO PARATRANSIT**

Veolia will compensate Contractor in accordance with the following Pricing Schedule. The prices quoted in the pricing schedule shall be full compensation for providing all services as required by Veolia, including all applicable surcharges such as taxes (including sales taxes), insurance and fringe benefits, as well as indirect costs, overhead and profit, materials and supplies.

I. PAYMENT FOR LUMP SUM ITEMS 1.1 THROUGH 1.4

For the lump sum items, payment will be made based on satisfactory progress or completion of the Milestones described in Table 1. Additional payment procedures for lump sum items are as follows:

- A. The Contractor’s monthly invoice shall indicate the percentage of actual completed progress for each lump sum item and shall include all backup documentation necessary to substantiate the indicated progress.
- B. Before completion of each Milestone, payment for the lump sum item shown on the monthly invoice shall correspond to the percentage of work actually completed for that lump sum item. The cumulative amount invoiced will not exceed the maximum percentage of each lump sum item’s price allowed for that Milestone in the column titled “Progress Milestones” shown in Table 1.
- C. For any single lump sum item, Contractor shall not be permitted to invoice any costs under ‘Progress’ in Table 1 until the previous Milestone for that item has been completed.

Table 1 – Progress Payment Schedule

FIXED PRICE ITEM	PROGRESS MILESTONE			
	Preliminary Design Review (PDR) Complete	Final Design Review (FDR) Complete	Conditional Acceptance (In-service Testing) Complete	Final Acceptance Complete
1.1 Project Management				
1.2 Systems Engineering, Design and Documentation	20%	20%	20%	40%
1.3 Software Development				
1.4 Training and Training Documentation	10%	20%	40%	30%

DETERMINATION OF PROGRESS

Veolia shall have the authority to determine the percentages of work completed for payment purposes using any means and methods it determines are appropriate to confirm that the percentage of completion shown in the Contractor's invoice accurately reflects the percentage of completed work. "Completion" as used herein includes achievement of applicable approvals.

Contractor shall provide any appropriate documentation required to substantiate the Contractor's invoice at the time of invoice submission. Any additional information needed to substantiate the invoice shall be provided within 14 days of receipt of Veolia's written request for such documentation. Veolia may delay payment, with no interest accruing during the delay, for any invoiced item if such information relating to that item is not provided within the allowed time. If Veolia and the Contractor disagree about the percentage of work completed as reflected in an invoice, Veolia shall make payment based on the percentage of the work it believes is completed, and specify in writing the reason for the withheld amounts. For purposes of progress payments Final Acceptance is defined as having received Veolia written approval for the successful completion of all contract requirements.

Line Item	Description	Total Price	Notes
1.1	Project Management	\$ -	A
1.2	Systems Design, Engineering, and Documentation	\$ -	B
1.3	Software Development	\$ -	C
1.4	Training and Training Documentation	\$ -	D
1.5	Mobile Data Computers and other hardware	\$ -	E
	Total Cost of Required Elements	\$ -	
2.1	Monthly communications/hosting costs	\$ -	F
2.2	Wi-Fi Connectivity	\$ -	F
2.3	GPS Map Data Updates (120 units twice annually)	\$ -	F
2.4	Direct Communications Between Supervisory and Drivers	\$ -	F
2.5	Route "Shadowing"	\$ -	F
2.6	Magnetic Swipe Feature	\$ -	F

2.7	Predictive Dialing	\$	F
2.8	MDC Interface for Future Clipper Card Support	\$	F
Total Cost of Desired Elements		\$	

Note	Description
A	Covers program management including all contract deliverables through completion of pilot and system acceptance
B	Represents the cost for engineering, design and documentation development. Includes engineering review, quality assurance, testbed setup, and all testing performed through system implementation.
C	Includes all proprietary software and customization of existing software developed for the MDC project only.
D	Includes Contractor training costs (labor and materials) for all project components as specified in the technical specifications.
E	Includes all MDC components and related hardware, MDC installation, and predictive dialing system hardware
F	Optional Desired Element

EXHIBIT III

GENERAL PROVISIONS

1. Independent Contractor

The Contractor at all times shall be an independent contractor. Contractor shall administer its own payroll and make all necessary payroll deductions and payments to federal, state, and local governments. No contractual relationship shall be established between Veolia and any employee, subcontractor or supplier of the Contractor by virtue of this Agreement. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the law of the state where organized and of the state where services are to be performed under this agreement. This Agreement is solely for the benefit of Veolia and the Contractor.

2. Amendments

This Agreement may be amended by the parties. No amendment to this Agreement shall be effective until and unless it is reduced to writing and signed by both parties.

3. Termination without cause

Veolia may terminate this agreement without cause upon thirty (30) days written notice to the Contractor. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and Veolia shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

4. Termination for Default

Veolia may terminate this Agreement for default, in accordance with this paragraph, if the Contractor fails to perform the services in a timely manner and in accordance with the Attachments or fails in any other way to conform to the terms of this agreement. Prior to termination for default, the terminating party, Veolia, shall give the alleged defaulter a Notice of Default setting forth the circumstances of the default. Said party shall have ten (10) days to cure such default (measured from receipt of the Notice of Default). If the Contractor fails to cure the default or submit a plan for curing the default which is acceptable to Veolia before the expiration of the ten (10) day cure period, the Agreement shall be terminated upon the expiration of the cure period and Veolia shall be entitled to equity under the law. Neither party shall be found in default for events arising due to Acts of God, war, insurrections, strikes and unusually severe weather.

5. Assignment

Neither this agreement, nor any part of this agreement may be assigned by Contractor to another entity without the prior, written consent of Veolia.

6. Auto Liability Insurance

Contractor shall purchase and maintain auto liability insurance on all vehicles used to provide services under this Agreement (including non-revenue vehicles) regardless of whether said vehicles are owned by the Contractor or supplied to Contractor by Veolia, the Funding entity or some other party. Auto liability insurance shall provide minimum limits of two million dollars

(\$2,000,000) per occurrence combined single limit for bodily injury liability and property damage liability including liability to passengers. Said insurance shall provide coverage for "all vehicles" or "all hired, owned and non-owned vehicles." For vehicles not owned by Contractor, insurance coverage shall also be maintained for physical damage to the vehicles including comprehensive and collision coverage equal to the cash value of the vehicles. Contractor shall provide to Veolia, prior to beginning service under this agreement a certificate of insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better) that indicates that Veolia and the Funding Entity, the officers, agents, employees, and volunteers of Veolia and the Funding Entity, individually and collectively and any subcontractor or agent of Contractor engaged in any work under this agreement are named as additional insureds on the policy. The certificate of insurance shall contain an endorsement providing that Veolia shall be given thirty (30) days notice before cancellation of the policy and an endorsement that such insurance is primary and no insurance of Veolia, the Funding entity, or subcontractor will be looked upon to contribute to any loss.

7. General liability insurance

Contractor shall obtain Comprehensive General Liability insurance in the amount of two million dollars (\$2,000,000) per occurrence. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Agreement. Prior to the start of service under this agreement, Contractor shall provide Veolia a certificate of insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better) indicating that Veolia and the Funding Entity the officers, agents, employees, and volunteers of Veolia and the Funding Entity, individually and collectively and any subcontractor or agent of Contractor engaged in any work under this agreement are named as additional insureds on the policy. Said policy shall contain a provision that Veolia shall be given thirty (30) days written notice before the cancellation of the policy and an endorsement that such insurance is primary and no insurance of Veolia, the Funding entity, or subcontractor will be called upon to contribute to any loss.

8. Worker's Compensation Insurance

Contractor shall maintain a policy of insurance covering Workers Compensation risks in the amount of one million dollars (\$1,000,000) and with such coverage as required by the laws of the State of California. Prior to the start of service under this agreement, Contractor shall provide Veolia a certificate of insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better). The policy shall contain a provision that Veolia shall be given thirty (30) days written notice before the cancellation of the policy; that such insurance is primary and no insurance of Veolia, the Funding Entity, or subcontractor will be called upon to contribute to any loss.

9. Indemnification and liability

Contractor shall indemnify, protect and hold Veolia and the Funding Entity, their officers, agents and employees (referred to collectively and individually as "indemnitees") harmless from and against all claims, actions, suits, proceedings, costs, expenses, damages, injuries, death and liabilities; including legal expenses and attorney's fees, of any kind or nature whatsoever; imposed upon, incurred by or asserted against indemnitees by any person, persons or entity arising out of actions or failures to act connected with or caused, directly or indirectly, by any of Contractor's services or activities, actions or failure to act resulting from this agreement.

10. Disputes

Any dispute concerning a question of fact or law arising under or related to this Agreement that is not disposed of by agreement shall be submitted by Contractor in writing to the Project Manager. Thereafter, the Parties shall have thirty (30) days to reach an agreed resolution of the dispute. In the event no agreement is reached, the decision of the Project Manager shall be the final decision, unless, within thirty (30) days the matter is referred to arbitration. Either party may submit the matter to arbitration by doing so in writing within the thirty (30) day period above specified. An arbitrator will be selected by alternate strikes of a list of five arbitrators supplied by the local office of the American Arbitration Association. The first strike shall be determined by lot. The parties shall alternately strike proposed arbitrators until only one arbitrator remains. This person shall hear the dispute. The decision of the arbitrator shall be final and binding and the cost of the arbitration shall be borne by the losing party. Notwithstanding any disagreement, the Contractor shall proceed during the pendency of any appeal with the services in accordance with the Project Manager's decision. Contractor shall be responsible for requesting instructions or interpretations when an ambiguity is apparent, and is liable for any cost or expenses arising from its failure to do so. The Contractor's failure to appeal the Project Manager's decision within the thirty (30) day period shall constitute a waiver of its rights to further appeal.

11. Records

Contractor shall maintain (in accordance with generally accepted accounting procedures) and make available for inspection, audit and /or reproduction by any authorized representative of Veolia, the Funding Entity, or any other authorized governmental agency; adequate books, documents and other evidence pertinent to the costs and expenses of this Agreement. This shall include direct and indirect costs of labor, material, equipment, supplies, services and all other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. All records required by this Agreement or by law shall be maintained until an audit is completed and all questions arising therefrom are resolved or five (5) years after completion of this Agreement, whichever occurs first; except that records will be retained beyond the fifth year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily.

12. Notices

Notices in connection with this Agreement shall be in writing and delivered by regular, registered, or certified mail or hand carried to the individual designated on the signature page to receive such notice. Telephone calls and facsimile machines may be used to expedite communications, but shall not be official communication unless confirmed in writing and delivered in accordance with this paragraph.

The parties designated to receive notice and/or addresses for delivery of notices may be changed from time to time by written notice.

13. Federal State and Local Taxes

All prices set forth in the payment provisions of this agreement are inclusive of all applicable taxes and Veolia shall not be liable to Contractor for any taxes, including payroll taxes and sales taxes not included within said prices.

14. Licenses and permits

The Contractor shall, without additional expense or obligation to Veolia, be responsible for obtaining any necessary licenses, permits, and approvals necessary for complying with any federal, state, county, municipal or other law, code or regulation applicable to the performance of the services to be provided under this agreement.

15. Compliance with Law

The Contractor shall perform all services required by this Agreement in accordance with all applicable federal, state and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

16. Privacy of data

Contractor shall comply with all federal state and local data privacy laws, regulations, and requirements applicable to data collected or used by Contractor in the provision of services under this agreement.

17. Interest of Contractor

No Board member, owner or employee of Contractor shall have any interest in Veolia or become an employee of Veolia or member or employee of the Funding Entity.

18. Governing Law

This Agreement and the rights, obligations and remedies of the parties under it shall be governed by the law of the state in which the Funding Entity, if a unit of state or local government, is created, or, if the Funding Entity is not a unit of state or local government, the state in which the majority of services under this Agreement are delivered.

19. Notice of Labor Disputes

If the Contractor has knowledge of any actual or threatened labor dispute that is delaying or threatens to delay the timely or proper performance of this Agreement, the Contractor shall immediately give Veolia notice of the dispute, including all relevant information.

20. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps or other documents in any way connected with this Agreement or the work under this Agreement which Contractor desires to make shall be subject to the prior approval of Veolia. Contractor shall promptly notify Veolia of all enquiries it receives from members of the media regarding the performance of the work under this Agreement. Veolia shall have unrestricted authority to reproduce, distribute, or use in whole or in part, without payment of any kind, photos of the Contractor's employees and vehicles and any reports,

data or materials submitted by Contractor associated with any services provided under this Agreement.

21. Equal Opportunity

During the performance of this Agreement, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, age, disability or national origin. The Contractor further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and vendors which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this Agreement). The Contractor agrees to insert the substance of this clause in all subcontracts and purchase orders.

22. Complete Agreement, Savings Clause, Waiver

This agreement together with all attachments and exhibits is the complete agreement between the parties. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall not be impaired. Failure or delay of Veolia (a) to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement or (b) to exercise any rights or remedies, or (c) to approve the services, shall not release the Contractor from any obligations under this Agreement and shall not be construed as a waiver of relinquishment of Veolia' rights (a) to require strict performance of the Contractor's obligations or (b) to require the future performance of any terms and conditions, but the Contractor's obligations with respect to such performance shall continue in full force and effect.

EXHIBIT IV

LOCAL PROVISIONS

The locally required contract clauses and provisions in this Attachment apply to all City and County of San Francisco funded contracts. These provisions supersede and take precedence over any other conflicting clause or provision of the Agreement.

DEFINITIONS:

“City” shall mean the City and County of San Francisco

“Contractor” shall mean any person(s), firm, partnership, corporation, or combination thereof as identified in the Purchase of Service Agreement to which these provisions are attached.

“Funding Entity” shall mean the City and SFMTA

“SFMTA” shall mean the San Francisco Municipal Transportation Agency

1. Disadvantaged Business Enterprise

Contractor agrees to fully comply with and be bound by all provisions of the Disadvantaged Business Enterprise Program, as set forth in San Francisco Administrative Code Chapter 14A, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 14A of the San Francisco Administrative Code are incorporated by reference and made a part of this agreement as though fully set forth herein. For purposes of this provision, Disadvantaged Business Enterprise shall mean Small Business Enterprise.

SF Paratransit is committed to a Small Business Enterprise (SBE) Program (“SBE Program”) for the participation of SBEs in contracting opportunities in accordance with the federal regulations in 49 CFR Part 26, issued March 4, 1999, as amended from time to time (the “Regulations”). The Regulations are incorporated into this SBE Program as though fully set forth herein. It is the intention of Veolia to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to the procurement and professional services activities of SF Paratransit. Contractor agrees to comply with all requirements of the SBE Program. Veolia reserves the sole-right to amend the SBE Program at any time to the extent the program complies with the Regulations.

Veolia has established an SBE participation goal of zero percent (0%) of the total Administrative Expenses proposed for this contract. Small business firms may qualify for this program by enrollment in either the State of California's Small Business Program, the California Unified Certification Program (“Federal” DBE program), or the City and County of San Francisco's LBE program. Under 49 CFR Sections 26.3 and 26.51, and in response to the Federal Transit Administration's (“FTA”) March 23, 2006, publication of the Department of Transportation's (“DOT”) guidance concerning the federal Disadvantaged Business Enterprise (“DBE”) program that applies to grant recipients within the Ninth Circuit, the SFMTA, a recipient of federal financial assistance from the FTA, is required to implement race-neutral means of facilitating DBE participation. The SFMTA's SBE Program is in accordance with DOT's guidance that, absent a disparity study, the SFMTA must meet its overall annual DBE goal using race-neutral means.

2. Non-Discrimination

Contractor Shall Not Discriminate. In the performance of this contract, Contractor agrees not to discriminate on the basis of the

fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social or other establishments, or organizations operated by contractor.

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

3. First Source

If the contract is for more than \$50,000 or involves the lease of City property, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter.

Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated by reference and made a part of this agreement as thoughtfully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to the Agreement under Chapter 83 of the Administrative Code, including but not limited to remedies provided in said Chapter. Without limiting the foregoing, Contractor understands that pursuant to Sections 83.10 and 83.12 of the San Francisco Administrative Code, liquidated damages may be assessed against Contractor and/or deducted from any payment due Contractor for violations of First Source Hiring requirements.

4. Food Service Waste Reduction

Contractor agrees to fully comply with and be bound by all provisions of the Food Service Waste Reduction Ordinance, as set

forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 of the San Francisco Administrative Code are incorporated by reference and made a part of this agreement as though fully set forth herein. This provision is a material term of this agreement. By entering into this agreement, contractor agrees that if it breaches this provision, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this agreement was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of contractor's failure to comply with this provision.

5. Graffiti Removal

Contractor agrees to fully comply with and be bound by all provisions of the Graffiti Removal and Abatement Ordinance, as set forth in San Francisco Public Works Code Article 23, including the remedies provided, and implementing guidelines and rules. The provisions of Article 23 of the San Francisco Public Works Code are incorporated by reference and made a part of this agreement as though fully set forth herein.

6. Tropical Hardwoods and Virgin Redwood Ban

Contractor agrees to fully comply with and be bound by all provisions of the Tropical Hardwood and Virgin Redwood Ban Ordinance, as set forth in San Francisco Environment Code Chapter 8, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 8 of the San Francisco Environment Code are incorporated by reference and made a part of this agreement as though fully set forth herein.

7. Arsenic Treated Lumber

Contractor agrees to fully comply with and be bound by all provisions of the Arsenic-Treated Wood Ban Ordinance, as set forth in San Francisco Environment Code Chapter 13, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 13 of the San Francisco Environment Code are incorporated by reference and made a part of this agreement as though fully set forth herein

8. MacBride Principles – Northern Ireland

City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

EXHIBIT V

FEDERAL PROVISIONS

The federally required contract clauses and provisions in this Attachment apply to all Federally assisted contracts. These provisions supersede and take precedence over any other conflicting clause or provision of the Agreement.

1. Equal Opportunity

During the performance of this Agreement, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race color, creed, sex, disability, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. This shall include, but not be limited to: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall include the provision of this section in every subcontract or purchase order except for standard commercial supplies or raw material and construction.

2. Disadvantaged Business Enterprise Program

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The requirements of 49 CFR Part 23 are incorporated in this Agreement by reference. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in termination or other appropriate remedy.

3. Interests of Members of Congress

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

4. Restrictions on Lobbying

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 301 of Public Law 101-121 as implemented by the Department of Transportation in 49 CFR Part 20, and as those authorities may be hereafter amended.

(b) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

5. Contract Work Hours and Safety Standards Act-Overtime Compensation

(a) Overtime requirements. No Contractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek or forty (40) hours without payment of the overtime wages required by the provision set forth in paragraph (a) of this clause.

(c) Withholding for Unpaid Wages and Liquidated Damages. Veolia shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same Contractor or any other Federally -assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provision set forth in paragraph (b) of the clause.

(d) Payrolls and Basic Records

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of Agreement work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5 (a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d) (1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Veolia or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a provision requiring the subcontractors to include these clauses in any lower tier subcontracts. The

Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through(e) of this clause.

6. Civil Rights -

The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

7. Clean Air and Water Acts

(a) Definitions:

(1) "Air Act" as used in this clause means the Clean Air Act (42 USC 7401 et. seq.).

(2) "Clean Air Standards" as used in this clause means:

(i) Any enforceable rule, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.

(ii) An applicable implementation plan as described in Section 110(d) of the Air Act (42 USC 7410(d))

(iii) an approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act (42 USC 7411(c) or (d)); or

(iv) An approved implementation procedure under Section 112 (d) of the Air Act (42 USC 7412 (d)).

(3) "Clean water standards" as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program as authorized by Section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 USC 1371).

(4) "Compliance" as used in this clause, means compliance with:

(i) Clean air or water standard; or

(ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility" as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act" as used in this clause, means Clean Water Act (33 USC 1251 et. seq.).

(b) The Contractor agrees:

(1) To comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7417) and Section 308 of the Clean Water Act (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this Agreement. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office;

(2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date when this Agreement was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best effort to comply with Clean Air standards and clean water standards at the facility in which the Agreement is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b) (4).

8. Energy Policy and Conservation Act

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et. seq.)

9. Access Requirements for Individuals with Disabilities

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et. seq. and 49 USC 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Section 16 of the Federal

Transit Act, as amended, 49 USC app 1612; and the regulations thereto.

10. Audits and Inspection of Records

(a) This clause is applicable if this Agreement was entered into by means of negotiation and shall become operative with respect to any modification to this Agreement whether this Agreement was initially entered into by means of negotiation or by means of formal advertising.

(b) The Contractor shall maintain records, and Veolia, the U. S. Department of Transportation, the United States Department of Health and Human Services, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of such Contractor, involving transactions related to the Agreement, for the purpose of making audit, examination , excerpts and transcriptions.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees the Veolia, The United States Department of Transportation, the United States Department of Health and Human Services, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcriptions.

11. Privacy

Should the Contractor or its subcontractors or employees administer any system of records on behalf of the Funding Entity or the Federal Government, the following terms and conditions are applicable:

(a)The Contractor agrees:

(1)To comply with the Privacy Act of 1974, 5 USC Section 552a (the Act) and regulations thereunder, when performance under the Agreement involves the design, development, or operation of any system of records on individuals to be operated by the Contractor, its subcontractors or employees to accomplish a Funding Entity function.

(2) To notify Veolia , when the Contractor anticipates operating a system of records on behalf of the Funding Entity in order to accomplish the requirements of the Agreement, if such system contains information about individuals, which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The Contractor agrees to correct, maintain, disseminate, and use such records in accordance with all applicable requirements of the Act;

(3) To include the Privacy Act Notification contained in the Agreement in every third party contract solicitation and in every third party contract when the performance of work under that proposed third party contract may involve the design, development, or operation of a system of records on individuals to be operated under the Agreement to accomplish a Funding Entity function; and

(4) To include this clause, including this paragraph, in all third party contracts under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Funding Entity.

(b) For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Funding Entity function, the Contractor, third party contractors and any of their employees are considered to be an employee of the Funding Entity with respect to the Funding Entity function. Failure to comply with the provisions of the Act or this clause will make this Agreement subject to termination.

(c) The terms used in this clause have the following meaning:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Funding Entity including the collection, use and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Contractor on behalf of the Funding Entity, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of the Contractor on behalf of the Funding Entity from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

12. Buy America Provision

This Agreement is subject to the Buy America provisions of the Surface Transportation Assistance Act of 1982, as amended, and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this Agreement.

13. Fly America Requirements

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

14. Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

15. School Bus Operations

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

16. Recovered Materials

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

17. Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

18. Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Veolia. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Veolia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19. No Obligation by the Federal Government.

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

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

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

20. Federal Changes

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

21. Incorporation of Federal Transit Administration (FTA) Terms

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

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

REQUEST FOR PROPOSALS (RFP)

FOR

**SAN FRANCISCO PARATRANSIT
VAN SERVICES**

RFP NO. 11-5936-001

FTA FUNDED

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

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

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

FOR FEDERALLY-FUNDED PROJECTS

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

**ARCHITECTS, ENGINEERS, PLANNERS, ENVIRONMENTAL SCIENTISTS AND OTHER
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**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

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

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SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
Small Business Enterprise Program Requirements

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

POLICY

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

A. Applicability

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

B. Objectives

The objectives of this program are to:

1. Remove barriers to SBE participation in the bidding, award and administration of SFMTA contracts;
2. Assist SBEs to develop and compete successfully outside of the Program;
3. Ensure that the Program is narrowly tailored in accordance with 49 CFR Part 26;
4. Ensure that only SBEs meeting the eligibility requirements are allowed to participate as SBEs;
5. Identify business enterprises that are qualified as SBEs and are qualified to provide SFMTA with required materials, equipment, supplies and services; and to develop a good rapport with the owners, managers and sales representatives of those enterprises;

6. Develop communications programs and procedures which will acquaint prospective SBEs with SFMTA's contract procedures, activities and requirements and allow SBEs to provide SFMTA with feedback on existing barriers to participation and effective procedures to eliminate those barriers; and
7. Administer the Program in close coordination with the various divisions within SFMTA so as to facilitate the successful implementation of this Program.

C. Administration of Program

The Executive Director/CEO of the SFMTA is responsible for adherence to this policy. The Contract Compliance Office (CCO) shall be responsible for the development, implementation and monitoring of this program. All SFMTA personnel shall adhere to the provisions and the spirit of the program.

D. Prohibited Discrimination

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

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

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

E. Non-Discrimination in Employment

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

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

DEFINITIONS

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

28.2.1 Small Business Enterprise (SBE)

An SBE is a for-profit, small business concern with a three (3) year average gross revenue not exceeding \$12 million dollars and is certified under any of the following programs: the State of California's Small Business Program with the Department of General Services ("State Program"), the City and County of San Francisco's LBE Program ("City Program"), or the California Unified Certification Program ("Federal DBE program").

B. Contractor

The term "Contractor" includes consultants.

III. SBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. SBE Participation Goal

The Contract Compliance Office has not established a Small Business Enterprise participation goal for this contract; however, SBE participation is strongly encouraged. Small business firms may qualify for this program by enrollment in either the State of California's Small Business Program with the Department of General Services ("State Program"), the California Unified Certification Program with a U.S. Department of Transportation recipient ("Federal DBE program"), or the City and County of San Francisco's LBE program with the Human Rights Commission ("City Program"). This SBE goal will apply to the following types of contracts or scope of work in the contract: Architecture & Engineering Services (to include professional and technical services), Computer Programming and Design, Drafting (design services); Landscape Architecture; Building Inspection; Insurance Agencies and Brokerages and related services; Public Relations; Telecommunications; Merchant Wholesalers, Durable Goods, and Machinery and Equipment Rental (construction) ("SBE Work".)

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

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

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

- Certified Disadvantaged Businesses Enterprises ("Federal DBE Program")
<http://www.dot.ca.gov/ucp/GetLicenseForm.do>
- Certified Small Businesses Enterprises ("State Program")
<http://www.bidsync.com/DPXBisCASB>
- For Certified HRC Local Business Enterprises ("City Program")
http://mission.sfgov.org/hrc_certification/

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

B. SBE Income Thresholds For Certain Types of Contracts

The total average gross revenue thresholds for the past three years for the types of SBE work listed in Section III.A. above is \$12 million.

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

C. SBE Participation

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

1. Nature of SBE Participation

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

2. Function

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

3. Determining the Amount of SBE Participation

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

a. SBE Prime Consultant

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

b. SBE Subconsultant

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

c. SBE Joint Venture Partner

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

d. SBE Regular Dealer

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

e. Other SBEs

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

f. Materials or Supplies

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

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

are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

D. Meeting the SBE Participation Goal

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

E. Submission of Certification for SBEs

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

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

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

Firms that wish to be certified as DBEs can obtain DBE certification applications from SFMTA at the above address. Completed DBE certification applications can be returned to SFMTA or another certifying agency.

Please note that DBEs must be certified by the California Unified Certification Program (CUCP) on the **proposal/bid due date** to qualify to meet the SBE subcontracting goal(s). DBEs certified by agencies outside of California or other State unified certification programs will not be counted toward the SBE participation goal unless they are also certified by the CUCP. To apply for DBE certification under the CUCP, you must submit a CUCP DBE application.

Applications for firms that wish to be certified as DBEs or DBEs certified by agencies outside of California can be downloaded from http://www.dot.ca.gov/hq/bep/business_forms.htm or by calling (415) 701-4436. A list of certifying agencies is provided on the DBE certification application.

State Program:

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

City Program:

Human Rights Commission
25 Van Ness Ave. #800
San Francisco, CA 94102
Attn: Certification Unit
(415) 252-2500
<http://www.sf-hrc.org/index.aspx?page=86>

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

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

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

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

- B. The intent of the Employment Training Program is to provide technical training and job opportunities in a professional office environment for economically disadvantaged individuals as on-the-job trainees. These training opportunities will be executed through the duration of this contract. In hiring prospective trainee, the Consultant shall comply with the non-discrimination provisions pursuant to local, state and federal laws.
- C. Trainees shall be obtained through First Source Hiring Program. Outreach should be done to include individuals from the communities that have experienced high rates of unemployment. A list of the designated resources may be obtained from SFMTA.
- D. The Employment Training Program consists of participation of individuals as on-the-job trainees based on the project cost. The trainee program will be implemented by the Consultant for this project. The individuals will be hired as regular employees of the firms(s) and shall receive any benefits that they may be entitled to under State labor laws.

1. The trainee must be hired in a discipline related to the services provided by the Consultant on this project, meaningful support, or a technical position directly related to the Consultant's work on this project.
2. No existing employee may be counted towards meeting the trainee goal. However, the new trainees can be part of the pool of new employees that the Consultant may have to hire anyway for a new project of this magnitude and therefore need not be an "extra" cost to the Consultant or to the City.
3. The Consultant may utilize trainees on other projects it has within San Francisco Bay Area, where trainees can execute work for other projects after the effective date of the Notice to Proceed.
4. The Consultant is responsible for providing On-The-Job Training (OJT). The Consultant shall hire the trainee on a full-time basis for at least 12 months or on part-time basis for 24 months, offering him/her OJT, which allows the trainee to progress on a career path. The Consultant may hire the trainee(s) for the duration of the project.
5. The Consultant should submit to SFMTA for approval a job description and summary of the training program for each trainee, with the proposed rate of pay (commensurate with the job requirements).
6. A trainee qualified in this program is defined as a socially and economically disadvantaged individual who:
 - a. Is unemployed, has a history of unemployment, or who is currently in a job training program; and
 - b. Will receive training in a non-trade discipline within one of the industries associated with the project.
7. The term "socially and economically disadvantaged individual" shall have the meaning, as the term is defined in 49 CFR Section 26.5, and shall also include persons with disabilities.
8. The Consultant shall provide the necessary tools and/or office equipment (i.e., computers, desks and chairs) for trainees to perform the assigned duties. The Consultant shall provide travel costs if the individual has to travel 50 miles or more from his/her assigned work site for the purpose of getting the job done.
9. The Consultant shall design a training program specifically for the trainee. The program shall include, but not be limited to company's personnel policy procedures manual, benefit package and OJT duties and responsibilities. The trainees are not permitted to work in trade positions performing covered work.
10. The Consultant can replace a trainee if there is documentation to demonstrate that the trainee did not perform satisfactorily the key requirements as identified in the job descriptions. The Consultant can apply the time accumulated by the original trainee toward satisfying the contract requirement.
11. The Consultant shall provide SFMTA within thirty (30) working days of Notice to Proceed, the following information in order to expedite time in securing the appropriate person to participate during the project.

- a. Indicate number of trainees to be hired. The hiring of trainees can be phased in over a period of time.
 - b. Provide the name and telephone number of Consultant's contact person.
 - c. The Consultant shall provide a job description used to recruit the trainee(s). Indicate the specific skills/disciplines for the job.
 - d. A college degree is not a requirement for a trainee and the job description should so indicate.
- E. The Consultant shall submit to SFMTA on a monthly basis a Workforce information report on the status of the trainees.
 - F. The SFMTA Contract Compliance Office will monitor the contract trainee requirements for compliance.
 - G. The Consultant agrees that the City may withhold pending and future progress payments should the Consultant not demonstrate good faith efforts toward satisfying the required number of trainee hours.
 - H. The Consultant Team is responsible for sponsoring the trainee(s). Each team member's contribution toward the cost of a trainee should be based on the contract percentage amount received.

V. EVALUATION OF PROPOSALS

A. CCO Evaluation

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

1. Evaluation of Proposals

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

2. Determination of Amount of SBE Participation

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

3. Evaluation of SBE Certification Status

SFMTA requires that any SBEs listed by proposers for participation in the contract be certified by proposal due date. The CCO shall review the proposer's Consultant/Joint Venture and Subconsultant Participation Report (SFMTA SBE FORM No. 1) to confirm the certification status of each SBE. SFMTA will accept current certifications by (a)

SFMTA and other DOT recipients in California authorized under the federal DBE regulations; (b) the State Program, or (c) the City Program.

The SBE threshold for consultants and subconsultants is \$12 million. The SBE consultant and listed SBE subconsultants or suppliers must declare under penalty of perjury under the laws of the State of California that its total average gross revenues for the past three years are equal to or below the \$12 million threshold (see SFMTA SBE FORM No. 2B).

4. Good Faith Efforts

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

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

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

- a.** Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified SBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the SBEs to respond to the solicitation. The proposer must determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.
- b.** Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goal(s) will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
- c.** Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d.** (i) Negotiating in good faith with interested SBEs. It is the proposer's responsibility to make a portion of the work available to SBE subconsultants and suppliers and to select those portions of the work of material needs consistent with the available

the available SBE subconsultants and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBEs to perform the work.

(ii) A proposer using good business judgment would consider a number of factors in negotiating with subconsultants, including SBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a proposer's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

- e. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.
- f. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- g. Effectively using the services of available small business community organizations; small business consultants' groups; local, state, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.

B. Recommendation for Award of Contract

1. SFMTA CCO's Recommendation for Award

The CCO shall review all of the information submitted by proposers to determine a recommendation to the Executive Director/CEO for award of the contract to the highest-ranked proposer. The proposer shall cooperate with the CCO if a request for additional information is made during this evaluation process.

Following the determination of the highest-ranked proposer, the CCO will prepare a report on the proposer's compliance with the SBE Program requirements for submission to the SFMTA Board of Directors or other awarding authority. SFMTA will follow the award of contract and protest procedures described in the Request for Proposals.

C. Successful Proposer

Substitution of Subconsultants and Suppliers

The Consultant shall not terminate an SBE subconsultant or supplier for convenience and then perform the work with its own forces. The Consultant must make good faith efforts to substitute another SBE for an original SBE subconsultant or supplier when the original SBE subconsultant or supplier is terminated or fails to complete the work on the contract. The Consultant shall notify SFMTA in writing of any request to substitute an SBE subconsultant or supplier and provide the CCO with any documentation requested to support the substitution. The CCO must approve the request in writing in order for the substitution to be valid. The substitution may also have to be approved by the SFMTA Board of Directors.

2. Addition of Subconsultants and Suppliers

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

3. Prompt Payment to Subconsultants

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

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

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

4. Reporting Requirements

The Consultant shall maintain records of all SBE participation in the performance of the contract, including subcontracts entered into with certified SBEs and all materials purchased from certified SBEs. The Consultant shall submit SBE participation reports to SFMTA on a monthly basis, or as otherwise directed by the CCO. The reports shall identify the name and address of each SBE performing work on the project, and show the total dollar amount requested for payment and the total dollar amount actually paid to

each SBE. Within thirty (30) days of completion of the contract, or as otherwise directed by the CCO, the Consultant shall submit a final summary SBE report to the CCO.

D. Administrative Remedies

1. Monitoring SBE Participation

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

The CCO will require prime consultants to maintain records and documents of payments to SBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of SFMTA or DOT. This reporting requirement also extends to any certified SBE subconsultant.

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

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

2. Enforcement Mechanisms

a. Reporting to DOT

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

E. CONFIDENTIALITY

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

VI. SUBMISSION OF FORMS AND INSTRUCTIONS

A. Required Forms

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

	FORMS SUBMITTED WITH PROPOSAL	
SFMTA SBE Form No. 1	Consultant/Joint Venture Partner and Subconsultant Participation Report	SBE – 18
SFMTA SBE Form No. 2	SBE Consultant/Subconsultant – Good Faith Efforts	SBE – 19
SFMTA SBE Form No. 2A	Bidders List	SBE – 21
SFMTA SBE Form No. 2B	SBE Consultant/Joint Venture Partner/Subconsultant Gross Revenue Declaration	SBE – 22
SFMTA SBE Form No. 3	Questionnaire on Recruitment, Hiring, and Training Practices for Consultants	SBE – 23
SFMTA SBE Form No. 4	Subconsultant Participation Declaration	SBE – 29
SFMTA SBE Form No. 5	Small Business Enterprise Acknowledgment Declaration	SBE – 30
SCHEDULE B	Joint Venture Participation Form	From CCO, if needed.
	FORMS SUBMITTED POST AWARD	
SFMTA SBE Form No. 6	Progress Payment Report	SBE – 32
SFMTA SBE Form No. 7	Subconsultant Payment Declaration	SBE - 34
SFMTA SBE Form No. 8	Declaration – Modification of Professional Service Contracts	SBE - 36
SFMTA SBE Form No. 9	Consultant Exit Report and Declaration	SBE - 38

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

B. FORMS SUBMITTED WITH PROPOSAL:

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

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

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

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

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

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

SFMTA SBE FORM No. 2A - BIDDERS LIST

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

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

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

An SBE consultant/joint venture partner and listed SBE subconsultants or suppliers, including lower tier subconsultants or suppliers, must complete this form. The prime shall collect the completed forms and submit them with its proposal on the proposal due date. The SBE consultant and listed SBE subconsultants or suppliers will need to submit this form declaring, under penalty of perjury, that their total average gross revenues for the past three years are equal to or below the \$12-million income threshold for the specific category of the contract.

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

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

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

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

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

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

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

Schedule B - Joint Venture Participation Form (If applicable)

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

C. FROMS SUBMITTED POST AWARD

SFMTA SBE FORM NO. 6 - PROGRESS PAYMENT REPORT

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

SFMTA SBE FORM No. 7 - SUBCONSULTANT PAYMENT DECLARATION

Consultant shall complete SFMTA SBE FORM No. 7 and submit it to CCO (copy to Project Manager) within five (5) working days following each payment to subconsultants in compliance with prompt payment requirements: This form shall provide evidence that the Consultant has complied with the prompt payment provisions of the Contract.

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

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

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

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

Incentives/Disincentives

Table of Liquidated Damages

<u>Contract Violation</u>	\$
Failure to complete within the agreed upon timeline, all tasks associated with a given milestone as identified in the Progress Payment Schedule	\$100 per day
Failure to deliver all MDC and other hardware within 60 days of Notice to Proceed	\$100 per day
Failure resulting in system unavailability to more than one MDC concurrently following Conditional Acceptance	\$500 per occurrence
Failure resulting in complete unavailability of cellular or Wi-Fi data network	\$1,000 per day
Failure resulting in unavailability of predictive calling function	\$1,000 per day
Other contract violation	\$250 per occurrence

Assessment of Liquidated Damages shall not preclude Veolia from receiving all warranties, expressed and implied, available to it due to unsatisfactory performance of any software or hardware provided by Contractor.

