

File No. 160487 Committee Item No. 1
 Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
 AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 2, 2016

Board of Supervisors Meeting Date _____
 Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Draft Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | MTA Letter - 05/02/2016 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | SFMTA Reso No. 16-058 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Paratransit Broker Agmt - 01/26/2010 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Amend No. 1 - 04/01/2010 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Amend No. 2 - 06/01/2011 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Amend No. 3 - 05/2012 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Amend No. 4 - 08/29/2014 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Amend No. 6 - 02/24/2016 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Board Reso No. 65-16 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | PRESIDENTIAL TRANSFER - 5/28/2016 |
| <input type="checkbox"/> | <input type="checkbox"/> | |

Completed by: Erica Major Date May 26, 2016
 Completed by: _____ Date _____

1 [Paratransit Broker and Operating Agreement - Transdev Services, Inc. - Not to Exceed
2 \$142,902,104]

3 **Resolution approving Contract No. SFMTA-2016-17, Paratransit Broker and Operating**
4 **Agreement, with Transdev Services, Inc., to provide paratransit brokerage and**
5 **transportation services, in an amount not to exceed \$142,902,104 for a five-year term**
6 **beginning July 1, 2016, with an option for a five-year extension.**

7
8 WHEREAS, For the past 35 years, the San Francisco Municipal Transportation Agency
9 (SFMTA) has contracted out paratransit services to a paratransit broker, who in turn manages
10 subcontracts with paratransit service providers, monitors service quality, administers client
11 eligibility, manages the sale of fare instruments, and acts on behalf of the SFMTA as the
12 principal customer service representative for paratransit services; and

13 WHEREAS, The current Paratransit Broker Agreement began on April 1, 2010, for a
14 five-year, three-month period and was amended to extend the term to June 30, 2016; and

15 WHEREAS, SFMTA issued a Request for Proposals (RFP) to solicit proposals for the
16 new contract period beginning July 1, 2016, and ending June 30, 2021, with an optional five-
17 year extension; the RFP allowed the proposers to submit an Option A proposal (a
18 decentralized brokerage model) and/or an Option B proposal (allowing the contractor to
19 provide both brokerage functions and transportation services); and

20 WHEREAS, SFMTA received an Option A proposal and an Option B proposal from one
21 firm, Transdev Services, Inc. (Transdev), on December 4, 2015; and

22 WHEREAS, Transdev's Option B proposal was rated highest; and

23 WHEREAS, On May 3, 2016, the SFMTA Board of Directors adopted Resolution No.
24 16-058, authorizing the Director of Transportation to execute Contract No. SFMTA-2016-17,
25 Paratransit Broker and Operating Agreement with Transdev Services, Inc., to provide

1 paratransit brokerage and transportation services, in an amount not to exceed \$142,902,104,
2 for a term beginning July 1, 2016, and ending June 30, 2021, with an option for a five-year
3 extension; now, therefore, be it

4 RESOLVED, That the Board of Supervisors approves Contract No. SFMTA-2016-17,
5 Paratransit Broker and Operating Agreement, with Transdev Services, Inc. (Agreement), to
6 provide paratransit brokerage and transportation services, in an amount not to exceed
7 \$142,902,104, and for a term beginning July 1, 2016, and ending June 30, 2021, with an
8 option for a five-year extension; and be it

9 FURTHER RESOLVED, That the Board of Supervisors authorizes the SFMTA to enter
10 into any amendments or modifications to the Agreement (including, without limitation, the
11 exhibits to those documents), prior to its execution, that the Director of Transportation
12 determines, in consultation with the City Attorney, are in the best interest of the City, do not
13 materially increase the obligations or liabilities of the City, are necessary or advisable to
14 effectuate the purposes of the Agreement, or this Resolution, and are in compliance with all
15 applicable laws, including the City's Charter; and be it

16 FURTHER RESOLVED, That within 30 days of the Agreement being fully executed by
17 all parties, the final Agreement shall be provided to the Clerk of the Board for inclusion in the
18 official file.

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CITY AND COUNTY OF SAN FRANCISCO
BOARD OF SUPERVISORS
BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

May 26, 2016


TO: Government Audit and Oversight Committee
FROM: Budget and Legislative Analyst 
SUBJECT: June 2, 2016 Government Audit and Oversight Committee Meeting

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Item 1 File 16-0487	Department: San Francisco Municipal Transportation Agency (SFMTA)
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EXECUTIVE SUMMARY**Legislative Objective**

- The proposed resolution would approve the Paratransit Broker and Operating Agreement between SFMTA and Transdev Services, Inc., to provide paratransit brokerage and transportation services, in an amount not to exceed \$142,902,104 for a five-year term beginning July 1, 2016 and ending June 30, 2021, with an option to extend five years through June 30, 2026 for a total of 10 years.

Key Points

- SFMTA administers San Francisco Paratransit, which is a van and taxi program for people unable to independently use or access public transit because of a disability or disabling health condition. There are three types of paratransit services in the program: (1) SF Access van service, (2) taxi service, and (3) group van service.
- Transdev currently provides paratransit brokerage and transportation services under an existing agreement with SFMTA from April 1, 2010, which has been extended through June 30, 2016, for a total of \$125,443,773.
- SFMTA issued a Request for Proposals (RFP) in November 2015 in order to award a new agreement for paratransit brokerage and transportation services instead of exercising the five-year option to extend the current agreement. Transdev, the existing contractor, was the only firm to respond to the RFP.
- The Board of Supervisors approved an ordinance in December 2015 requiring SFMTA to include prevailing wage and worker retention provisions in the new agreement.

Fiscal Impact

- The \$142,902,104 agreement is funded by Proposition K sales taxes, BART, Muni operating funds, and other state and federal sources.
- The FY 2016-17 budget under the proposed agreement would be \$25,765,668, which is \$2,041,819 or 8.6 percent higher than the FY 2015-16 budget of \$23,723,849. The primary reason for the cost increase for the proposed new agreement is related to higher salaries associated with the prevailing wage provision included in the new agreement.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

SFMTA administers San Francisco Paratransit, which is a van and taxi program for people unable to independently use or access public transit because of a disability or disabling health condition. There are three types of paratransit services in the program: (1) SF Access van service, (2) taxi service, and (3) group van service. SF Access is a shared-ride service that provides pre-scheduled, door-to-door accessible van rides for ambulatory persons and for persons who use wheelchairs.

Existing Paratransit Broker and Operating Agreement

In February 2010, the Board of Supervisors approved a five-year agreement between SFMTA and Veolia Transportation Services, Inc. (Contractor) to provide paratransit brokerage services, based on a competitive solicitation, for a not-to-exceed amount of \$118,599,710 (File No. 09-1439; Resolution No. 32-10). The five-year term of the agreement extended from April 1, 2010 to March 30, 2015, with an option to extend the agreement through March 30, 2020.

To date, the agreement has been amended six times to provide for the City to (a) lease additional accessible vans to the Contractor, (b) expand the Contractor's scope of work to include direct paratransit and vehicle maintenance services previously performed by a subcontractor, MV Transportation, that requested to be released from its obligations under the subcontract, (c) extend the term of the agreement to June 30, 2016, and (d) increase the not-to-exceed amount to \$125,443,773. In August 2014, the Contractor changed its name from Veolia Transportation Services, Inc. to Transdev Services, Inc.

Under the current agreement, the Contractor is responsible for managing transportation service delivery and financial- and customer service-related activities. The current paratransit model, which has been in place since September 2014, involves the Contractor providing brokerage administrative functions, including eligibility and customer service, and transportation services.

New Competitive Solicitation

SFMTA issued a Request for Proposals (RFP) in November 2015 in order to award a new agreement for paratransit brokerage and transportation services to replace the existing agreement with Transdev Services, Inc. that will expire on June 30, 2016. The paratransit broker operates the SF Access program, which provides door-to-door, shared-ride van services for people who are unable to use Muni's accessible buses, trains, and streetcars because of a disability. The Contractor subcontracts for taxi services and some of the group van service.

SFMTA opted not to exercise the five-year option to extend the current agreement with Transdev Services, Inc. due to the contract amendments noted above that expanded the scope of services performed by the prime contractor. SFMTA issued a new RFP to provide an opportunity for all potential contractors to bid on the new service model with expanded scope of work.

The RFP allowed proposers to submit a proposal for a decentralized brokerage model and/or a proposal to provide both brokerage and transportation services (the existing model). Transdev, the existing contractor, was the only firm to respond to the RFP, and submitted both types of the proposals on December 4, 2015. Transdev's proposal for brokerage and transportation services was rated higher than their decentralized brokerage proposal.

Prevailing Wage Provisions for the Next Agreement

The Board of Supervisors approved an ordinance in December 2015 requiring SFMTA to include prevailing wage and worker retention provisions in the next agreement for SF Access brokerage services (File No. 15-1003, Ordinance No. 213-15). The legislation requires the new contractor (1) to pay prevailing wages to workers providing SF Access services; and (2) provide transitional employment and retention to the prior contractor's employees providing SF Access services. As noted above, Transdev – the existing contractor – was the only firm to respond to the RFP for the new agreement for paratransit services.

DETAILS OF PROPOSED LEGISLATION

Based on the competitive RFP process noted above, the proposed resolution would approve a new Paratransit Broker and Operating Agreement between SFMTA and Transdev Services, Inc., to provide paratransit brokerage and transportation services, in an amount not to exceed \$142,902,104 for a five-year term beginning July 1, 2016 and ending June 30, 2021, with an option to extend for five years through June 30, 2026 for a potential total of 10 years.

Work to be performed by Transdev under the proposed contract includes (1) determining clients' eligibility for transportation services, (2) outreach and customer service to paratransit clients, (3) maintaining the customer database, debit card system, website, and other information technology services, (4) manage paratransit vehicles, (5) manage the paratransit program staff and budget, (5) subcontract with group van and taxi providers and manage subcontracted services, and (6) directly manage door-to-door, shared ride, wheelchair accessible, and other transportation services on a 24-hour per day, 7-day per week schedule.

FISCAL IMPACT

The \$142,902,103 budget from July 1, 2016 through June 30, 2021, including funding sources, for the proposed new Paratransit Broker and Operating Agreement over its five-year term are shown in Table 1 below.

Table 1: Paratransit Broker and Operating Agreement Sources and Uses of Funds

	FY 16/17	FY17/18	FY18/19	FY19/20	FY20/21	5 Year Total
Funding Sources						
Prop K ¹	\$10,193,010	\$10,193,010	\$10,193,010	\$10,193,010	\$10,193,010	\$50,965,050
Federal Section 5307	3,800,000	3,914,000	4,031,420	4,152,363	4,276,933	20,174,716
State Transit Assistance	745,322	767,682	790,712	814,433	838,866	3,957,016
Department on Aging - Recovery	723,824	745,539	767,905	790,942	814,670	3,842,880
BART	1,756,465	1,840,993	1,953,789	2,051,133	2,139,364	9,741,744
Muni Operating Funds	8,547,047	9,544,391	10,923,380	12,086,287	13,119,591	54,220,697
Total Funding Sources	\$25,765,668	\$27,005,615	\$28,660,216	\$30,088,168	\$31,382,436	\$142,902,103
Uses of Funds						
Broker Services ²	\$3,809,156	\$3,922,005	\$3,928,957	\$4,017,843	\$4,173,712	\$19,851,673
Transportation Subcontractor ³	7,491,264	7,543,272	7,765,760	7,994,923	8,230,961	39,026,180
Transit Division ⁴	14,465,248	15,201,078	16,243,653	16,942,120	17,412,013	80,264,112
Subtotal	25,765,668	26,666,355	27,938,370	28,954,886	29,816,686	139,141,965
Demand Increase		339,260	721,846	1,133,282	1,565,750	3,760,138
Total	\$25,765,668	\$27,005,615	\$28,660,216	\$30,088,168	\$31,382,436	\$142,902,103

Source: Contract between SFMTA and Transdev

¹ Half-cent local sales tax for transportation

² Transdev staff costs, office and other direct administrative costs, and a management fee equal to 5 percent of broker services

³ Transdev costs for group van, taxi and other subcontractors

⁴ Transdev staff and direct costs for maintaining and operating vehicles and providing transportation services

SFMTA's FY 2015-16 budget for the Paratransit Program under the existing agreement is \$23,723,849. As shown in Table 1 above, the FY 2016-17 budget under the proposed agreement would be \$25,765,668, which is \$2,041,819 or 8.6 percent more than the FY 2015-16 budget. Ms. Williams states that the primary reason for the cost increase for the proposed new agreement is related to higher salaries associated with the prevailing wage provision included in the new agreement.

RECOMMENDATION

Approve the proposed resolution.

<p>Item 3 File 16-0423</p>	<p>Departments: City Administrator (ADM) Office of Short Term Rental Administration and Enforcement</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed ordinance would amend the City’s Administrative Code to revise the Residential Unit Conversion Ordinance to (a) require Hosting Platforms to verify that a Residential Unit is on the City Registry prior to listing; (b) require the Office of Short Term Rentals to monitor Hosting Platforms, issue non-compliance notices and for Hosting Platforms to respond expeditiously to such notices; (c) provide for civil, administrative and criminal penalties against Hosting Platforms for violations; (d) require quarterly and annual reports to the Board of Supervisors and (e) affirm the Planning Department’s determination under the California Environmental Quality Act. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • On October 21, 2014, the City’s Codes were amended to allow permanent residents to provide short-term residential rentals by (a) registering the unit with the City, (b) obtaining a business license and paying the City’s Transient Occupancy Taxes, and (d) complying with specified other City rules and regulations. • A new Office of Short Term Rental Administration and Enforcement (Office of Short Term Rentals) was created in 2015 to provide a centralized location for the City’s Registry and to coordinate complaints and enforcement of the City’s short-term rental regulations. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The Office of Short Term Rentals FY 2015-16 budget is currently \$475,000 and includes three FTE staff, as well as three Planning Department staff. The proposed legislation is estimated to result in additional one-time costs of \$119,685 and ongoing annual costs of \$452,345. Together with the existing FY 2015-16 budget, projected annual ongoing costs would be \$927,345, excluding one-time costs of \$119,685. • In FY 2015-16, fee and penalty revenues are projected to total \$253,000, which is used to support this program. The shortfall of \$222,000 is supported by the City’s General Fund. • Total projected revenues to be realized from the proposed ordinance cannot be estimated at this time. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • It may be easier for the City to monitor compliance and reduce the City’s cost if the proposed ordinance is amended to require Hosting Platforms (1) post the City’s registration number in a standardized location on their website or in a manner that is clearly distinct and consistently identifiable, and (2) provide additional data upfront that will facilitate the creation of the listing of compliant vs non-compliant listings for the City. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> • The Board of Supervisors may want to consider the potential amendments identified in the Policy Consideration section above. • Approval of the proposed ordinance is a policy decision for the Board of Supervisors. 	

MANDATE STATEMENT

According to Charter Section 2.105, all legislative acts shall be by ordinance and require the affirmative vote of at least a majority of the members of the Board of Supervisors.

BACKGROUND

On October 21, 2014, the Board of Supervisors amended the City's Administrative Code and Planning Codes to allow some residential properties to provide short-term residential rentals (File 14-0381; Ordinance 218-14). A short-term residential rental is defined as a rental of all or a portion of a residential unit for periods of less than 30 nights. Under the existing Chapter 41A Administrative Code provisions, permanent residents who are permitted to offer short-term residential rentals are required to (a) register the unit with the City¹, including submitting documents to prove residency in the unit being registered, (b) obtain a business license and pay the City's Transient Occupancy Taxes², (c) agree to a 90-day limit on unhosted rentals, and (d) comply with specified other City rules and regulations.

Under the existing Code provisions, Hosting Platforms³ are required to (a) provide notice to their short term residential users regarding the rental laws in San Francisco⁴, (b) comply with the requirements of the City's Business and Tax Code, including collecting and remitting all required Transient Occupancy Taxes and (c) maintain records demonstrating that all taxes have been remitted to the City's Tax Collector. Violations of the noticing requirements can subject Hosting Platforms to administrative, civil and criminal penalties.

Chapter 41 of the Administrative Code was subsequently amended in July 2015 to establish a new Office of Short Term Rental Administration and Enforcement (Office of Short Term Rentals) in the City Administrator's Office to provide a centralized location for applicants for the City's registry and to coordinate complaints and enforcement of the City's short-term rental regulations. The Office of Short Term Rentals is currently located at 1650 Mission Street, in the City Planning Department. In FY 2015-16, the Office of Short Term Rentals budget is \$475,000, including three FTE staff. In addition, three Planning Department staff are assigned to the Office of Short Term Rentals.

According to Mr. Kevin Guy, Director of the Office of Short Term Rentals, compliance with these short term rental Code provisions is currently primarily the responsibility of the short term rental hosts. Currently, Hosting Platforms do not generally post specific addresses or owners' names or list City registration numbers in standardized formats on their websites to allow the City to easily determine compliance. Hosting Platforms also have not been fully responsive to

¹ Registration of short-term residential units was originally in the City's Planning Department, and subsequently moved to the new Office of Short Term Rentals.

² Transient Occupancy Taxes are considered Hotel Taxes and are assessed at the current rate of 14%.

³ Hosting Platforms are defined as entities that provide a means through which an owner may offer a residential unit for tourist or transient use, usually through an online website which allows an owner to also advertise the residential unit and arrange payments.

⁴ Administrative Code Chapter 37, the Residential Rent stabilization and Arbitration Ordinance and Chapter 41A, Residential Unit Conversion and Demolition Ordinance, regulate Short-Term Rental of Residential Units.

the City's requests for information regarding potentially non-compliant listings. The proposed ordinance would provide additional compliance requirements for the Hosting Platforms.

DETAILS OF PROPOSED LEGISLATION

The proposed ordinance would amend Chapter 41A of the City's Administrative Code to:

- (a) Require Hosting Platforms to verify that a residential unit is on the City's Registry prior to listing the unit to be rented on the Hosting Platform.
- (b) Require the Office of Short Term Rentals to monitor Hosting Platforms and issue non-compliant notices and require Hosting Platforms to respond expeditiously.
- (c) Provide for civil, administrative and criminal penalties against Hosting Platforms for violations of the Residential Unit Conversion Ordinance and deposit any additional fees and penalties in the Housing Trust Fund for use by the Small Sites Program.
- (d) Require the Office of Short Term Rentals to provide quarterly and annual reports to the Board of Supervisors.
- (e) Affirm the Planning Department's determination under the California Environmental Quality Act (CEQA).

Verify Residential Unit is on City Registry

Currently, the Office of Short Term Rentals maintains the City's Short-Term Residential Rental Registry (City's Registry) which includes a unique registration number for each approved short-term residential rental unit. Under the proposed ordinance, Hosting Platforms would have the following three options for verifying that a residential unit is on the City's Registry and has a valid registration number prior to posting a listing to be rented on the Hosting Platform:

- (1) Provide the verified registration number on each web page listing that contains verified information for the specified residential unit, such as host response rates, host ratings and date of joining the platform;
- (2) Ensure that the host posting the listing for a residential unit includes a verified registration number within their listing and the registration number is visible to all users; or
- (3) Provide the verified registration number, residential unit street address, unit number and host name to the Office of Short Term Rentals by electronic mail before posting the listing on the Hosting Platform.

Monitoring Hosting Platforms, Non-Compliant Notices and Required Responses

The proposed ordinance would require the Office of Short Term Rentals to actively monitor Hosting Platform listings to ensure that Hosting Platforms are only listing residential units included on the City's Registry, by conducting an initial comprehensive review of active Hosting Platforms listings, with subsequent reviews conducted at least monthly. Based on these reviews, the Office of Short-Term Rentals would be required to identify and immediately notice the Hosting Platforms and the City Attorney by electronic mail of all non-compliant listings. Hosting Platforms would be required to respond to such notices within one business day or be

subject to specified administrative penalties and enforcement provisions, including civil penalties of up to \$1,000 per day.

Quarterly and Annual Reports to Board of Supervisors

The Office of Short Term Rentals would be required to provide quarterly reports to the Board of Supervisors summarizing the results of the Office's monitoring efforts, including the number of non-compliant units identified, number of notices issued, Hosting Platform responses received and penalties imposed. In addition, the Office of Short Term Rentals (not the Planning Department) would be required to provide annual reports to the Board of Supervisors regarding the administration and enforcement of the Short-Term Residential Rental program.

Provide Civil, Administrative and Criminal Penalties

Under the proposed ordinance, civil, administrative and criminal penalties would also apply to violations by a Hosting Platform for failure to (a) provide notices to hosts regarding Chapter 41A rules, (b) collect or pay taxes, (c) verify, display or disclose registration numbers and compliance information, and (d) respond to requests for information. Currently civil and administrative penalties only apply to Hosting Platforms that fail to (a) provide notices to hosts regarding Chapter 41A rules and (b) collect or pay taxes. In addition, any fees and penalties collected pursuant to Chapter 41A would now be deposited in the Housing Trust Fund for use by the Small Sites Program⁵ after reimbursement for all City costs incurred for the enforcement of Chapter 41A.

California Environmental Quality Act Determination (CEQA)

On May 6, 2016, the Planning Department determined that the actions contemplated in this ordinance would not result in a physical change in the environment and therefore comply with CEQA.

FISCAL IMPACT

Existing and Projected Costs

As noted above, the Office of Short Term Rentals FY 2015-16 budget is currently \$475,000 and includes three FTE staff, with three additional staff provided by the Planning Department. If the proposed legislation is approved, Mr. Guy estimates requiring approximately three additional FTE 5291 Planner 3 staff positions to inspect and monitor the approximately 12,500 listings on various Hosting Platform websites on a monthly ongoing basis, using web scrapes as well as manual inspections of such listings. In addition, assuming this new staff identifies numerous non-compliant listings and these listings are then removed from the Hosting Platforms, a significant number of new applications to register short-term rental units are likely. This surge in applications may require the addition of a temporary 5275 Planner Technician and Department of Technology Programmer Analyst staff to develop an online registration application site.

⁵ The Housing Trust Fund for use by the Small Sites Program is primarily for the acquisition of new sites for affordable housing in the City.

Mr. Guy also notes that if the Office of Short Term Rentals needs to hire additional staff, it may require the Office to move and lease additional office space, as there is insufficient additional space in the Planning Department. An estimated \$19,200 of additional annual rent and an unknown cost to move is included in the projected costs. In addition, depending on the amount of non-compliance determined, costs for City Attorney services may increase, although the amount of such costs is currently unknown.

As shown in the Table below, the total additional one-time costs are estimated at \$119,685 and ongoing costs are estimated at \$452,345. Together with the existing FY 2015-16 budget, projected annual ongoing costs for the Office of Short Term Rentals would increase to \$927,345, excluding one-time additional expenses of \$119,685.

Table: Projected One-Time and Ongoing Costs

	Full-time Equivalent (FTE) Staff	One-Time Costs	Ongoing Costs
5291 Planner 3	3.33		388,145
5275 Planner Technician	0.67	\$61,628	
1062 IS Programmer Analyst	0.25	30,057	
Web scraping			45,000
Workstations (4 new staff)		28,000	
City Attorney			Unknown
Rent			19,200
Moving		Unknown	
Total Estimated New Costs	4.25	\$119,685	\$452,345
Current FY 2015-16 Budget	3.00		475,000
Total Projected Budget			\$927,345

Existing and Projected Revenues

The Office of Short Term Rentals is partially supported by \$50 registration fees and various civil, criminal and administrative penalties. In FY 2015-16, these fee and penalty revenues are estimated to total \$253,000. Such revenues are used to offset City costs to administer and enforce the short term rental program. In FY 2015-16, with annual costs of \$475,000 and annual revenues of \$253,000 (53% coverage), there is a projected shortfall of \$222,000. The shortfall for the Office of Short Term Rentals is supported by the City's General Fund.

If the proposed ordinance is approved, the Office of Short Term Rentals estimates receiving approximately \$75,000 of revenues from application fees. Mr. Guy reports that the amount of revenues to be realized from civil, criminal and administrative penalties will vary significantly depending on the level of compliance by the Hosting Platforms, which cannot be estimated at this time. Under the proposed ordinance, any revenues generated beyond the costs to

administer the short term rental program would be deposited in the Housing Trust Fund for Small Sites Program.

Given the additional functions and costs associated with the proposed legislation, approval of the proposed ordinance is a policy decision for the Board of Supervisors.

POLICY CONSIDERATION

The one-time and ongoing costs of the proposed ordinance shown in the Table above are based on the Office of Short Term Rentals current activities and projections. However, Mr. Guy notes that the actual fiscal impact could vary based on the level of compliance by the Hosting Platforms in response to the new legislation. In addition, Mr. Guy notes that it would be easier for the City to monitor compliance and the City's cost to implement the proposed ordinance could be reduced by an indeterminate amount, if the proposed ordinance was amended to require that the Hosting Platforms:

- (1) Post the City's registration number in a standardized location on their website or in a manner that is clearly distinct and consistently identifiable, and
- (2) Provide additional data upfront that will facilitate the creation of the listing of compliant vs non-compliant listings for the City.

RECOMMENDATIONS

1. The Board of Supervisors may want to consider the potential amendments identified in the Policy Consideration section above.
2. Approval of the proposed ordinance is a policy decision for the Board of Supervisors.

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*

Name of City elective officer(s):

Members, SF Board of Supervisors

City elective office(s) held:

Members, SF Board of Supervisors

Contractor Information *(Please print clearly.)*

Name of contractor:

Transdev Services, Inc.

Please list the names of (1) members of the contractor's board of directors; Mark L. Joseph, Jan Horstmann and Alan B. Moldaver

(2) the contractor's chief executive officer, chief financial officer and chief operating officer; Mark L. Joseph - chief financial officer: Jan Horstmann - and chief operating officer: Michael C. Murray

(3) any person who has an ownership of 20 percent or more in the contractor; None

(4) any subcontractor listed in the bid or contract;

Accountemps**ADP, LLC****ADT Security Services, Inc.****Airgas****AISS, Inc.****APTA****Aramark****AT&T****Automotive Rentals, Inc****Bank of America Merchant Services****Bay Alarm****Bay Area Communications Access****Black Box Network Services****Brinks, Inc.****Cabconnect****Capture Technologies****Card Integrators Corp., dba CI Solutions****CareerBuilder****CCSF Tax Collector****CDW Direct****Cintas****City Auto Supply****City Press****CKY Construction****Comcast****Commuter Check****Computer Information Station****Concentra****Corey, Canapary & Galanis****Costless Maintenance Services Co.****Courtesy Tow****Creative Bus Sales****Delancy Street Foundation****Dell****Digital 365 Main, LLC****DLA Piper****E&M No. 1, LLC****EF Enterprises****FedEx****First Choice****FleetPride**

Flyers Energy, LLC
Flywheel Software, Inc.
FusionStorm
Global Printing
Globe Ticket and Label Co.
GoDaddy.com, LLC
Golden Gate Office Solutions
Golden Gate Regional Center
Grainger
Granite
Hilltop Dodge
IAR Livescan
Insight
Intercall
JoAnn McManus
Jolly Technologies
Kingsbury Uniforms
Lan Do & Associates
Laurie Graham
Lytic
MagTek
Marsh
Mazzy's Fire Protection
Michelin
ModSpace
Mozy
Muzak/MOOD
MV Transportation
Nelson Nygard Consulting
Nelson SOSA
Norcal Auto Reconditioning
Norcal Printing, Inc.
Office Depot
Office Max
OfficeTeam
Pacific Interpreters
Patricia Scanlon
PG&E
Pitney-Bowes
Rabina Abi-Chahine
Recology
Ricoh Services
Robert Half
Samba Safety
Schmitt Heating Co.
Serra Monte Ford
SF LGBT Community Center
SFPUC
Shred Works
SOMA Storage
South SF Scavenger
Sprint
State Board of Equalization
Sterling BackCheck
Telepacific
Telit Wireless Solutions
Terminix
Toshiba Business Solutions
Trapeze Software Group
United Site Services
USPS Business Reply

Valley Fleet Clean
Vehicle Technical Consultants
Verizon
Warman Security
Webpass, Inc.
Western Exterminator
Yvonne Breukers-Kegge
ABC Cab
Alliance Cab
American Cab
Baymed Express
Best Cab
Centro Latino de San Francisco
City Wide Taxi
Comfort Cab
Crown Cab
Desoto Cab, d.b.a. Flywheel Taxi
Eco Taxicab
Fog City Taxi
Gold Star Taxi
Green Cab
Kimochi
Lucky Cab
Luxor Cab
Max Cab
Metro Cab
MV Transportation Services
National Taxicab
Regents Cab
Royal Cab
San Francisco Super Cab
San Francisco Taxicab
Self-Help for the Elderly
Serra Yellow Cab of Daly City
Town Taxi
Union Cab
USA Cab
Veterans Cab
Vina Cab
Yellow Cab Co-Operative

and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. None

Contractor address:
720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148

Date that contract was approved:	Amount of contract: Not to Exceed: \$142,902,104
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Describe the nature of the contract that was approved:
Contract No. SFMTA 2016-17: Paratransit Broker and Operating Agreement between the City and County of San Francisco and Transdev Services Inc.

Comments:

This contract was approved by (check applicable):

the City elective officer(s) identified on this form
 a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., SF, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

CONTRACT NO. SFMTA-2016-17

PARATRANSIT BROKER AND
OPERATING AGREEMENT

BETWEEN THE

CITY AND COUNTY OF SAN FRANCISCO

AND

TRANSDEV SERVICES, INC.

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

**Agreement between the City and County of San Francisco and
Transdev Services, Inc.**

This Agreement is made this [insert day] day of [insert month], 2016, in the City and County of San Francisco, State of California, by and between Transdev Services, Inc. (Contractor or Broker) and the City and County of San Francisco, acting by and through its Municipal Transportation Agency (City or SFMTA).

Recitals

A. The SFMTA wishes to hire the services of a paratransit broker to administer the City's Paratransit Program.

B. A Request for Proposals (RFP) was issued on [insert date], and City selected Contractor's Option B proposal, the highest-ranked proposal, pursuant to the process in the RFP. Under Option B, the Contractor will provide both brokerage administrative functions and act as a Transportation Service Provider for SF Access service, a portion of Group Van services, and the two shuttle services, Shop-a-Round and Van Gogh.

C. Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Contract.

D. Contractor acknowledges that the City, through the SFMTA, is acting in a regulatory capacity in its administration of the Paratransit Program and the Taxi program.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 Active User. A paratransit Customer who has conducted at least one transaction with the SF Paratransit Program (e.g. purchased ride tickets, scheduled a ride, etc.) at least once during the previous twelve months.

1.2 Agreement or Contract. This Agreement and all referenced Appendices to this Agreement, and all applicable City Ordinances and Mandatory City Requirements that are specifically incorporated into this Agreement by reference.

1.1 Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990.

1.2 Appeals Panel. The body that is convened to hear appeals of paratransit eligibility determination decisions. The Appeals Panel is comprised of three members, who typically include one representative of paratransit Riders, a transit property representative, and a medical professional.

1.3 Broker; Paratransit Broker. Contractor, doing business as IntelliRide, the arm of Contractor responsible for the management of paratransit brokerage contracts.

1.4 Broker's Office. The office where the Broker conducts its administrative operations, located at 68 12th Street, San Francisco, CA 94103

1.5 Budget. Documentation of anticipated expenses for an upcoming fiscal year to be prepared by Broker and approved by City, to include estimates of Service Provider Costs.

1.6 Certification; Certify. Certification by the Controller that funds necessary to make payments as required under the contract are available in accordance with the City's Charter.

1.7 City. The City and County of San Francisco, a municipal corporation, acting by and through the SFMTA.

1.8 CMD. The Contract Monitoring Division of the City.

1.9 Contract Compliance Office (CCO). The SFMTA office that administers compliance with federal regulations governing the Disadvantaged Business Enterprises/Equal Employment and Non-Discrimination Programs, in addition to the SFMTA Small Business Enterprise Program and the City's Local Business Enterprise/Non-Discrimination Program. .

1.10 Contract Modification or Amendment. A written order, issued by the City to Contractor, covering changes in the Contract documents within the general scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

1.11 Contractor. Transdev Services, Inc.

1.12 Controller. Controller of the City.

1.13 Customer; Rider. A person within the Service Area who meets all Program eligibility requirements and who requests paratransit services from Contractor.

1.14 Customer Database. The local database to be maintained by Contractor on Trapeze Novus software which manages eligibility, interfaces with the debit card software system, and which uploads Customer eligibility status to the MTC's Regional Eligibility Database.

1.15 Days. Unless otherwise designated, the word "Days" refers to working days of the City, which are generally Monday through Friday, excluding holidays. The use of the term "days," "working days" or "business days" in this Agreement shall be synonymous.

1.16 Deliverables. Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A, which is incorporated by reference as though fully set forth.

1.17 Director. The Director of Transportation of the SFMTA or his/her designee.

1.18 Effective Date. The date on which the City's Controller Certifies the availability of funds for this Agreement as provided in Section 3.1.

1.19 Fare Media. Fare payment methods and technologies for paratransit service, such as SF Access ride tickets or the paratransit Taxi debit card.

1.20 Federal Transit Administration (FTA). An operating administration of the U.S. Department of Transportation.

1.21 Fiscal Year (FY). July 1 through June 30.

1.22 General and Administrative (G&A) Expenses. Contractor's corporate overhead expenses reasonably allocated to Contractor's performance of this Agreement.

1.23 Group Van. A mode of service in the SF Paratransit program that provides pre-scheduled transportation services to groups of ADA-certified Riders to a single location, such as an adult day health care program or a work site.

1.24 Holidays. New Years' Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

1.25 Inter-County Paratransit Service. Direct regional paratransit service available for paratransit Customers through agreements with the East Bay Paratransit Consortium and Golden Gate Bridge, Highway and Transportation District.

1.26 In-Taxi Equipment (ITE). Hardware installed in Taxis that accepts the paratransit debit card as a form of payment.

1.27 Key Team Members. Those participants on a project who contribute in a substantive, measurable way to the quality and efficiency of the Services. Contractor's Key Team Members are listed in Section 4.2.

1.28 Management Fee. The fee established in Section 5.3 of the Agreement.

1.29 Manager. The Manager of the SFMTA's Accessible Services Program or his or her designee.

1.30 Mandatory City Requirements. Those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations on Contractor.

1.31 Metropolitan Transportation Commission (MTC). The nine-county San Francisco Bay Area regional transportation planning agency.

1.32 Modes. The different means of providing Paratransit Services, including Taxi, Group Van and SF Access.

1.33 Notice To Proceed (NTP): A letter from the SFMTA advising the Contractor of the day when work is to commence under the Contract,

1.34 Paratransit Coordinating Council (PCC). Muni's community advisory body for paratransit services in San Francisco, comprised of paratransit consumers, van and Taxi Service Providers and social service representatives. The PCC was established in the late 1970's to advise Muni on matters of paratransit and accessibility, and to advocate for the needs and views of the elderly and disabled community regarding Muni's paratransit services.

1.35 Paratransit Debit Card System (PDCS). An account-based application that allows Taxi Riders to use a debit card to pay the fare. The PDCS system uses a magnetically striped card with the Rider's name, a unique identification number and photograph that identifies the Rider and automatically processes authorization, payment and reconciliation of the paratransit fare through specialized debit card reading equipment installed in Taxis.

1.36 Paratransit Grievance Committee. A committee to be established by the Broker for the purpose of hearing Riders' grievances.

1.37 Paratransit Plus Program. A program for persons who do not qualify for Services under the eligibility criteria of the ADA, but have demonstrated a high level of difficulty using Muni bus and light rail services.

1.38 Party (ies). The City and Contractor, either collectively or individually.

1.39 Proposal. The Contractor's written response/submittal to the RFP.

1.40 Ramp Taxi. Taxis that are specially adapted with access for wheelchair users.

1.41 Regional Eligibility Database (RED). Regional Database used by all Bay Area agencies providing paratransit services for the purpose of tracking eligibility status for Bay Area paratransit riders.

1.42 Reimbursable Expenses. Contractor's anticipated and authorized costs and expenses included in the Budget in Appendix B of this Agreement, and identified as "Personnel Costs," "Contracted Services," and "Direct Costs."

1.43 Request for Proposals (RFP). The Request for Proposals for Paratransit Broker Services issued by the SFMTA on November 5, 2015.

1.44 San Francisco Municipal Railway (Muni). The public transit system of San Francisco, under the jurisdiction of the SFMTA.

1.45 San Francisco Municipal Transportation Agency (the SFMTA or Agency).

The agency of the City that is in charge of the construction, management, supervision, maintenance, extension, operation, use and property of the San Francisco Municipal Railway and the former Department of Parking and Traffic, with exclusive authority over contracting, leasing and purchasing by the Agency.

1.46 Service Area. The area within which Contractor must provide the Services required by this Agreement, which includes the area within the geographic boundaries of the City and County of San Francisco (including Treasure Island). In San Mateo County, the Service Area includes any location within a ¾-mile corridor on either side of an operating Muni route within the portion of northern San Mateo County that is currently bounded on the south by School Street, and which includes the Daly City BART station, Westlake Shopping Center, and Top of the Hill, Daly City, and transfer points to San Mateo County's RediWheels service, including but not limited to the Stonestown Shopping Center on 9th Avenue, Daly City. The Service Area also includes the Marin Headlands on Sundays and the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

1.47 Service Provider Costs. Costs of the transportation services by the Service Providers for all Modes of paratransit service, as set forth in Appendix B.

1.48 Service Standards. Specific, measurable standards that stipulate the level of service quality that paratransit Riders can expect from the Paratransit Broker and the Transportation Service Providers.

1.49 Services. The work performed by Contractor or its Subcontractors under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.50 SF Access. Pre-scheduled ADA van service.

1.51 SF Paratransit Program; Program. The City and County of San Francisco's program to provide paratransit transportation services to eligible Riders in San Francisco as a component of Muni's accessible fixed route diesel coach, trolley coach, light rail, and historic streetcar services, in accordance with all applicable Service Standards.

1.52 Shop-a-Round. A grocery shopping service for seniors and persons with disabilities provided as one of the Services in the Paratransit Program.

1.53 Small Business Enterprise (SBE). A for-profit, small business concern with a three-year average gross revenue not exceeding current SBA size standards appropriate for its type of work and is either verified eligible by the SFMTA or certified under any of the following programs: the State of California's Small Business Program, the City's LBE Program, or the California Unified Certification Program.

1.54 Software. The Software licensed to the City under the Software License Agreement between Trapeze Software Group, Inc. and the City, dated October 31, 2008.

1.55 Subcontractor. Any firm under contract to the Contractor for Services under this Agreement.

1.56 Subscription Service. A paratransit service for qualifying trips to and from fixed point destinations at the same time(s) and day(s) of the week for a period of at least 30 days.

1.57 Taxi. A motor-vehicle-for-hire licensed and regulated by the SFMTA under the provisions of San Francisco Charter Section 8A.101 (b) and Article 1100 of the Transportation Code.

1.58 Transit Division (TD). The division of Contractor directly responsible for providing SF Access and certain van services for Customers.

1.59 Transportation Service Provider(s); Service Provider(s). Providers of van and taxi transportation services for the Paratransit Program, including Contractor, through its Transit Division, and Subcontractors contracted with the Broker to provide such services.

1.60 Van Gogh Shuttle. A service to provide groups of seniors and persons with disabilities transportation to plays, movies, museums and other cultural events.

1.61 Work Product. All reports, studies, data, specifications, design criteria, graphs, tape recordings, pictures, memoranda, letters, computer-generated data, calculations, estimates, summaries and such other information and materials as may have been accumulated or generated by the Contractor or its Subcontractors, in connection with the services performed under this Agreement, whether completed or in process.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on July 1, 2016, and expire five years thereafter, unless earlier terminated as otherwise provided herein. SFMTA may, in its sole discretion, exercise an option to extend the Contract for an additional five-year period, through June 30, 2026.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has

no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Amount of Contract. Compensation under this Agreement shall be based on a costs-plus-fixed-fee structure, in accordance with the annual approved budgets. In no event shall the amount of this Agreement exceed One Hundred Forty-Two Million, Nine Hundred Two Thousand, One Hundred Four Dollars (\$142,902,104), including the Reimbursable Expenses, Other Broker Costs, the Management Fees, G&A, and Service Provider Costs, for the entire term of the Agreement, including the option period. The breakdown of all Broker and TD expenses associated with this Agreement are listed in Appendix B, which is incorporated by reference as though fully set forth.

3.4 Reimbursable Expenses. Contractor shall be entitled to reimbursement from the City for all Reimbursable Expenses properly incurred and paid by Contractor in the performance of its duties hereunder and as specified in the Budget in accordance with Section 3.10, subject to all City approvals required under this Agreement. City's obligation to reimburse Contractor for wages, salaries or benefits is limited to reimbursement for time that employees of Contractor are actually working for the benefit of City. TD's Reimbursable Expenses include its Service Provider Costs, which are comprised in the costs for Personnel in Appendix B.

3.5 G&A. Subject to the limitations in Section 3.8, City will pay Contractor G&A Expenses as set forth in Appendix B, as five percent of the Reimbursable Expenses on the monthly invoice. Contractor's invoices for Broker Reimbursable Expenses shall not add G&A Expenses to Cabconnect costs.

3.6 Management Fee.

3.6.1 Broker Management Fee. Subject to the limitations in Section 3.8 below, City will pay Broker an annual Management Fee as set forth in Appendix B, to be distributed in equal monthly installments provided that (a) Contractor is not in default under this Agreement, or (b) an event has not occurred that, with the giving or notice or the passage

of time, would constitute a default. (See Section 8.2.) Should the Effective Date or the date of termination or expiration of this Agreement occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

3.6.2 TD Management Fee. Subject to the limitations in Section 3.6 below, City will pay TD an annual Management Fee as set forth in Appendix B, to be distributed in equal monthly installments provided that (a) Contractor is not in default under this Agreement, or (b) an event has not occurred that, with the giving or notice or the passage of time, would constitute a default. (See Section 8.2.) Should the Effective Date or the date of termination or expiration of this Agreement occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

3.7 Broker Service Provider Costs. City shall reimburse Broker for Service Provider Costs as provided in Section 3.12.1.

3.8 Limitations on Payment of Fees. The City's obligation for payment of Contractor's Management Fees and TD G&A Expenses shall not exceed the amounts listed in the line items in the Budget for such fees. The City's obligation for payment and reimbursement of Reimbursable Expenses incurred by the Broker in the performance of this Agreement shall not exceed the total amount of the Budget for that year. If expenses for an individual line item in the Budget are expected to exceed the amount for that line item by more than five percent, the Contractor must seek prior approval from the Manager. The City's obligation for reimbursement for Reimbursable Expenses and the Broker Service Provider Costs in the aggregate shall not exceed the total approved Budget for these items without written approval by the Director of Transportation, and, if necessary, a Contract amendment.

3.9 Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

3.10 Budget Approval. Contractor shall submit its budget for each fiscal year, commencing July 1 and ending each following June 30 no later than the preceding January 15. SFMTA shall review, modify and approve the budget no later than May 31 following the submittal. The budget will consist of all items in Appendix B for the Broker and TD except the Management Fee and TD G&A. Approval of each budget shall be subject to available funding for the applicable fiscal year. The City is not authorized to make payments for any expense for which funds have not been authorized under the approved Budget.

3.11 Cost Principles. The Contractor acknowledges that it is familiar with the provisions set forth in 2 CFR Part 200 ("Uniform Administrative Requirements, Cost Principles,

And Audit Requirements For Federal Awards”). Consultant understands and acknowledges that the City will not pay the Contractor for costs under this Agreement that are not reimbursable to City from its funding agencies in accordance with 2 CFR Part 200, and that all payments under this Agreement are subject to audit and adjustment.

3.12 Payment.

3.12.1 Service Provider Costs. For the first month of each Fiscal Year (July) of the Agreement, City will initially reimburse Contractor for Service Provider Costs based on estimated expenditures of Subcontractors for the work, pursuant to an invoice submitted by the 25th of July. By the end of the August, Contractor shall submit the actual expenses for July along with its regular invoice, as described in Section 3.9.2. Thereafter, Contractor shall submit invoices for actual Service Provider Costs on a monthly basis. The reconciliation between the estimated and actual Service Provider Costs for July will take place in the payment of the final annual invoice (June of the subsequent year).

3.12.2 Administrative Expenses; Management Fee. SFMTA will reimburse Broker’s Administrative Expenses and payment of one-twelfth of the annual Management Fee on a monthly basis on or before the 30th day of each month for work, as set forth in Article 4 of this Agreement, that the Manager, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month.

3.12.3 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.12.4 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.12.5 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and the SFMTA, and must include the Contract Progress Payment Authorization number. The Contractor shall submit electronic invoices for all allowable charges incurred in the performance of the Agreement. No more than one invoice shall be submitted in a month. The Contractor shall submit invoices that contain the following information:

- (a) Contract Number;

- (b) Description of the Services rendered;
- (c) Name, position, direct hourly rate and hours worked of employee(s) whose labor is invoiced
- (d) G&A for current invoice period. The G&A will be calculated as provided in Section 3.5;
- (e) Reimbursable Costs for the current invoice period, supported by invoices, as applicable;
- (f) Broker Service Provider costs supported by invoice itemization in the same format as described here;
- (g) Portion of Management Fee for current invoice period. The Management Fee will be calculated as a one-twelfth portion of the total annual Management Fee;
- (h) Total costs;
- (i) SBE utilization report (MTA Form 6) (with a copy sent directly to CCO);
- (j) Certified payroll records substantiating all labor charges for Contractor and all Subcontractors shown on the invoice.

3.12.6 Getting Paid for Goods and/or Services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.13 Grant-Funded Contracts.

3.13.1 Disallowance. If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

3.13.2 FTA Requirements. The provisions contained in "FTA Requirements for Personal Services Contracts," attached as Appendix D are incorporated into this Agreement as though fully set forth. If there is any conflict between the FTA terms and conditions and any

other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence.

3.14 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.15 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

4.2 Key Team Members.

4.2.1 Contractor shall provide only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor shall comply with City's reasonable requests regarding assignment

and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement. The Contractor agrees that the following Key Team Members shall be committed and assigned to provide services under this Agreement to the level required by SFMTA for the term of the Agreement and shall also be staffed at the local Contractor offices within the San Francisco Bay Area for all such time:

Marc Soto, General Manager, Broker Services

Mary McLain, General Manager, TD

4.2.2 Substitutions of Key Team Members will not be approved except for extenuating circumstances (e.g., illness or departure from the firm). If it is necessary to substitute a Key Team Member, the Contractor shall propose a replacement in writing to the Manager of Accessible Services for approval. The Contractor shall replace any Key Team Member departing his or her assigned role under this Agreement with an individual of comparable experience on a non-temporary basis within 30 calendar days of the departure of the Key Team Member. Failure to replace a Key Team Member shall be cause for the City to suspend invoice payments. Furthermore, the Contractor shall not be relieved of its obligation for full performance of the Scope of Services as a result of any unfilled position. The Contractor shall be held fully responsible for any inefficiencies, schedule delays or cost overruns resulting in whole or in part from any Key Team Member departing from his/her assigned role under the Agreement before the end of the term of the Contract. Contractor shall bear any additional costs incurred in substituting personnel. Such costs include relocation expenses, expenses related to recruiting and hiring, training and learning on the job. Contractor acknowledges that the contractor selection and the contractor's fees were based, in part, on Contractor's proposed Key Team Members for this Agreement.

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. See Appendix A, Section VIII for Contractor's obligations with respect to procurement of Subcontractors. Contractor is responsible for its Subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 11 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 Independent Contractor. For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent, contractor or employee of Contractor or its Subcontractors. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an

independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement, and shall so stipulate in any legal action concerning liability for worker's compensation and other issues arising from the employment status of persons involved in Subcontractor activities. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the

preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, and with the exception of Section 5.3.5, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The services to be performed by Contractor are personal in character, and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 Incentives/Disincentives. Appendix F is incorporated into this Agreement by reference as though fully set forth. By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Article 4 of this Agreement, are delayed beyond the scheduled milestones and timelines as provided in Appendix A (or as they may be adjusted by the SFMTA for reasons beyond the Contractor's control) or do not meet the goals as described in Appendix A and Appendix F, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the disincentive payments set forth in Appendix F are not a penalty, but are a reasonable estimate of the loss that City will incur based on the failure to comply with the listed objective, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the disincentive payments from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to complete the objective as described unless the SFMTA agrees to any change in the objective.

Further, in the event that Contractor meets or exceeds the goals as set forth in Appendix F, SFMTA will pay Contractor incentives as set forth in Appendix F. Total incentives paid per year shall not exceed \$50,000.

Contractor shall be responsible for claiming an incentive and then submitting an invoice specific to incentives with supporting documentation.

Article 5 Insurance; Security for Performance; Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage. (This provision shall apply to Contractor and SF Access/Group Van Subcontractors only.)

(c) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

(f) A blanket fidelity bond or a Crime Policy (Employee Dishonesty Coverage) that includes coverage for employee dishonesty, forgery & alteration, theft of money

& securities, and theft via electronic means, endorsed to cover third party fidelity, covering all officers and employees in an amount not less \$ 350,000, with any deductible not to exceed \$ 350,000 and including City as additional obligee or loss payee as its interest may appear.

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

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

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

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

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

5.1.7 The Workers' Compensation policy (ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.8 If Contractor will use any Subcontractor(s) to provide Services, except as otherwise provided below, Contractor shall require the Subcontractor(s) to provide all insurance,

as required above and in Section 13.10.1, or as otherwise determined by the SFMTA and the City's Risk Manager, and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds. For purposes of determining what constitutes "necessary insurance," the parties agree that Contractor's obligation is to use reasonable due diligence to ascertain that the Subcontractor(s) obtain and maintain at all times the Commercial Automobile Liability Insurance required in Sections 5.1.1(c) and 13.10.1; provided, however, that (a) Taxi Company Subcontractors need only provide Commercial Auto Liability insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; (b) if the City determines in writing that it is permissible for said insurance to be issued to a Taxi Company Subcontractor by an insurer or retention group with ratings less than those required of Contractor in Section 5.1.6, and there is a failure of any such insurer or retention group to defend or pay a claim or claims as they arise in the normal course of claims handling and payment due to the insurer or retention group's financial condition, Contractor shall have no liability to the City and County, by indemnification or otherwise, under this Section 5.1.8 or Section 5.3 for failure to exercise Contractor's due diligence in regard to said Subcontractor or its insurer or retention group; and (c) Subcontractors shall provide Workers' Compensation insurance as required under California law; provided, however, that Contractor makes no warranty or representation to the City whether Taxi Company Subcontractor drivers are required by law to be covered by Workers' Compensation insurance and has no obligation to exercise due diligence in this regard.

5.2 Security for Performance

5.2.1 Performance Bond

(a) **Amount of Bond.** Contractor agrees that within five Days after notification from the SFMTA that all required City agencies have approved this Agreement, Contractor will deliver to the City a performance bond, which may be renewable annually, in the amount of \$6,000,000 to guarantee Contractor's performance obligations under this Agreement. If Contractor fails to deliver the initial performance bond within five Days, or fails to notify City annually of the renewal of the bond within five Days before each anniversary of the Effective Date, City will be entitled to cancel this Agreement. Contractor shall maintain the performance bond during the term of this Agreement. In the event this Agreement is assigned, as provided for in Section 4.6, City will return or release the performance bond not later than the effective date of the assignment, provided that the assignee has delivered to City an equivalent performance bond, as determined by City. In the event that the City exercises its option to extend this Agreement as provided in Article 2, then the performance bond must be re-issued in the amount of \$7,000,000 for the duration of the extension of the term of this Agreement. Notwithstanding anything to the contrary herein, in no event shall Surety's aggregate liability to perform the Services exceed the penal sum of the applicable bond amount; provided, however, that this

limitation shall not affect Contractor's obligations under Section 5.3 and Article 6 of the Agreement.

(b) **Sureties.** Bonding entities on the performance bond must be legally authorized to engage in the business of furnishing performance bonds in the State of California. All bonding entities must be satisfactory to City. During the period covered by the Agreement, if any of the sureties upon the bond become insolvent or, in the opinion of the City, unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within 30 Days after notice given by the City to Contractor, must by supplemental bond or otherwise, substitute another and sufficient surety approved by City in place of the surety becoming insolvent or unable to pay. If Contractor fails within such 30-Day period to substitute another and sufficient surety, City may deem Contractor to be in default in the performance of its obligations hereunder and upon the said bond. The City, in addition to any and all other remedies, may terminate the agreement or bring any proper suit or proceeding against moneys then due or which thereafter may become due to Contractor under the agreement. The amount for which the surety will have justified on the bond and the moneys so deducted will be held by SFMTA as collateral for the performance of the conditions of the bond.

5.2.2 Letter of Credit.

(a) **Requirements.** As an alternative to the performance bond requirement provided in Section 5.2.1, within five Days after receiving notification of approval of the Agreement, Contractor shall provide to City and maintain, throughout the term of this Agreement or until all of its obligations under the Agreement have been completely performed, whichever is later, a confirmed, clean, irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation, in the amount of \$6,000,000. The letter of credit must have an original term of one year, with automatic renewals of the full \$6,000,000 amount throughout the initial term of the Agreement. If the City exercises the option to extend the term, the letter of credit shall be increased to \$7,000,000, to be renewed annually throughout the remainder of the extension of the term. If Contractor fails to deliver the letter of credit as required, City will be entitled to cancel this Agreement. The letter of credit must provide that payment of its entire face amount, or any portion thereof, will be made to City upon presentation of a written demand to the bank signed by the Director of Transportation on behalf of the City and County of San Francisco.

(b) **Financial Institution.** The letter of credit must be issued on a form and issued by a financial institution acceptable to the City in its sole discretion, which financial institution must (a) be a bank or trust company doing business and having an office in the City and County of San Francisco, (b) have a combined capital and surplus of at least \$25,000,000, and (c) be subject to supervision or examination by federal or state authority and with at least a Moody's A rating.

(c) **Extensions of Agreement.** Should the City exercise the option to extend the Agreement as provided in Section 2, Contractor shall increase the letter of credit to

\$7,000,000 for the term of the extension and throughout the performance of Contractor's obligations under the Agreement.

(d) Demand on Letter of Credit. The letter of credit will constitute a security deposit guaranteeing faithful performance by Contractor of all terms, covenants, and conditions of this Agreement, including all monetary obligations set forth herein. If Contractor defaults with respect to any provision of this Agreement, SFMTA may make a demand under the letter of credit for all or any portion thereof to compensate City for any loss or damage that they may have incurred by reason of Contractor's default, negligence, breach or dishonesty. Such loss or damage may include without limitation any damage to or restoration of City property or property that is required to be constructed, maintained or repaired pursuant to this Agreement, payments to City, and claims for liquidated damages; provided, however, that City will present its written demand to said bank for payment under said letter of credit only after City first has made its demand for payment directly to Contractor, and five full Days have elapsed without Contractor having made payment to City. Should the City terminate this Agreement due to a breach by Contractor, the City shall have the right to draw from the letter of credit those amounts necessary to pay any fees or other financial obligations under the Agreement and perform the services described in this Agreement until such time as the City procures another contractor and the agreement between the City and that contractor becomes effective. City need not terminate this Agreement in order to receive compensation for its damages. If any portion of the letter of credit is so used or applied by City, Contractor, within 10 business days after written demand by City, shall reinstate the letter of credit to its original amount; Contractor's failure to do so will be a material breach of this Agreement.

(e) Expiration or Termination. The letter of credit must provide for 60 Days' notice to City in the event of non-extension of the letter of credit; in that event, Contractor shall replace the letter of credit at least 10 business Days prior to its expiration. In the event the City receives notice from the issuer of the letter of credit that the letter of credit will be terminated, not renewed or will otherwise be allowed to expire for any reason during the period from the commencement of the term of this Agreement to 90 Days after the expiration or termination of this Agreement, or the conclusion of all of Contractor's obligations under the Agreement, whichever occurs last, and Contractor fails to provide the City with a replacement letter of credit (in a form and issued by a financial institution acceptable to the City) within 10 Days following the City's receipt of such notice, such occurrence shall be an Event of Default under Section 8.2, and, in addition to any other remedies the City may have due to such default (including the right to terminate this Agreement), the City shall be entitled to draw down the entire amount of the letter of credit (or any portion thereof) and hold such funds in an account with the City Treasurer in the form of cash guarantying Contractor's obligations under this Agreement under the terms of this Section 5.2.2. In such event, the cash shall accrue interest to the Contractor at a rate equal to the average yield of Treasury Notes with one-year maturity, as determined by the Treasurer. In the event the letter of credit is converted into cash pursuant to this paragraph, upon termination of this Agreement, Contractor shall be entitled to a full refund

of the cash (less any demands made thereon by the City) within 90 Days of the termination date, including interest accrued through the termination date.

(f) Return of Letter of Credit. The letter of credit will be returned within 90 Days after the end of the term of this Agreement, as defined in Article 2, provided that Contractor has faithfully performed throughout the life of the Agreement, Contractor has completed its obligations under the Agreement, there are no pending claims involving Contractor's performance under the Agreement and no outstanding disagreement about any material aspect of the provisions of this Agreement. In the event this Agreement is assigned, as provided for in Section 4.5, City will return or release the letter of credit not later than the effective date of the assignment, provided that the assignee has delivered to the City an equivalent letter of credit, as determined by City.

(g) Excessive Demand. If City receives any payments from the aforementioned bank under the letter of credit by reason of having made a wrongful or excessive demand for payment, City will return to Contractor the amount by which City's total receipts from Contractor and from the bank under the letter of credit exceeds the amount to which City is rightfully entitled, together with interest thereon at the legal rate of interest, but City will not otherwise be liable to Contractor for any damages or penalties.

5.2.3 Parent Guarantee. As another alternative to a performance bond, Contractor may provide a parent guarantee, for an amount and in a form subject to approval of the City's Risk Manager and the City Attorney.

5.3 Indemnification.

5.3.1 General. Subject to the limitations set forth in Sections 5.3.5 and 5.3.6, Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's (or its Subcontractors') performance of the Services under this Agreement, including, but not limited to, Contractor's (or its Subcontractors') use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or

by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

5.3.2 Duty to Defend. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

5.3.3 Intellectual Property Claims. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.3.4 Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

5.3.5 Limitation-Taxi Claims. The provisions of Sections 5.3.1 and 5.3.2 notwithstanding, Contractor's liability resulting from its indemnification obligations with respect to claims or losses arising from death or injuries to paratransit Riders in the course of their use of Taxi Services shall be limited to the amount of automobile insurance coverage required of Taxi Company Subcontractors under Section 5.1.8 of this Agreement. This limitation does not apply to Contractor's independent duty to defend the City under Section 5.3.2.

5.3.6 Worker's Compensation Claims. Notwithstanding the provisions of this Section 5.3, Contractor has no obligation to defend, indemnify or hold the City harmless from claims that Taxi drivers are employees of the City for purposes of obtaining worker's compensation benefits.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR

INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its Subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by SFMTA.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At SFMTA's direction, assigning to SFMTA any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, SFMTA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to SFMTA's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that SFMTA designates to be completed prior to the date of termination specified by SFMTA.

(f) Taking such action as may be necessary, or as the SFMTA may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which SFMTA has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to SFMTA an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services SFMTA has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10 percent of Contractor's direct costs for Services. Any overhead allowance

shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that (i) Contractor can establish, to the satisfaction of SFMTA, that Contractor would have made a profit had all Services under this Agreement been completed, and (ii) that the profit allowed shall in no event exceed five percent of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the SFMTA or otherwise disposed of as directed by the SFMTA.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to SFMTA, and any other appropriate credits to SFMTA against the cost of the Services or other work.

8.1.4 In no event shall SFMTA be liable for costs incurred by Contractor or any of its Subcontractors after the termination date specified by SFMTA, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, SFMTA may deduct: (i) all payments previously made by SFMTA for Services covered by Contractor's final invoice; (ii) any claim which SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 SFMTA's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.12	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.6	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.9.1	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.10.1	Grant-Funded Contracts - Disallowance	9.2	Works for Hire
3.11	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.12	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

9.3 SFMTA Trademarks and Service Marks.

9.3.1 License. For the term of this Agreement, the SFMTA grants Contractor a license to use the SFMTA's or Muni's name (SFMTA, Muni, SF Muni; San Francisco Municipal Railway) and the Muni "worm" logo (collectively, "SFMTA Property") on Contractor's "SF Paratransit" website in connection with its management of the Paratransit Program for City.

9.3.2 Limitations of License. Contractor shall not use the SFMTA Property in conjunction with any other licensed name, character, symbol, design, likeness or literary or artistic material, unless any such use is expressly permitted in writing by the SFMTA. Contractor shall not alter SFMTA Property, as used on Contractor's website, in any way, including size, proportion, colors, or elements, without approval from the SFMTA.

9.3.3 Promotions or Advertising. Contractor shall obtain the SFMTA's approval for any text used in conjunction with this license on Contractor's website or in any promotional or advertising media produced by Contractor. The SFMTA shall provide text, as requested by Contractor, and shall update the text regarding the SFMTA's services when required.

9.3.4 Link to SFMTA Website. On Contractor's website, there shall be a direct link to the SFMTA home page (<http://www.sfmta.com>). The text to accompany this link shall state as follows (unless otherwise updated by SFMTA): "For information about public

transit (Muni) in San Francisco, visit the San Francisco Municipal Transportation Agency website or call 311." The link shall have the following qualities:

- (a) The link may be a text link or a graphics link using only an SFMTA/Muni logo supplied by the SFMTA and displayed in accordance with this Agreement.
- (b) The text or logo link to the SFMTA Web site must not require auxiliary client-side technology (e.g. cookies, JavaScript, Flash, Java, etc.) in order to work.
- (c) The text or logo link to the SFMTA Web site shall be "stand alone"; in other words, it shall not be imbedded in an item (*i.e.*, product) description.
- (d) The text or logo link to the SFMTA Web site shall not put the SFMTA site in frames.
- (e) There must not be a link to a URL containing "/home" or any page within that directory.
- (f) If a logo link is used, the IMG tag for that logo must include an ALT attribute containing "SFMTA" or "SF Muni" or "Visit SFMTA" or "Visit SF Muni" or "Link to SFMTA" or "Link to Muni".

9.3.5 Link to Contractor's Web Site. SFMTA will provide a link on its Paratransit web page to Contractor's website. Contractor shall provide SFMTA with the specific URL for the appropriate page on its website.

9.4 Trapeze Software License Agreement

9.4.1 Authorized User. Contractor shall be an Authorized User under the Software License Agreement between Trapeze Software Group, Inc., and the City and County of San Francisco, dated October 31, 2008, as amended, and shall be subject to the terms and conditions of said Software Agreement as they apply to an Authorized User. The Software Agreement is attached as Appendix C to this Agreement and incorporated by reference as though fully set forth.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at www.sfgov.org under "Government."

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1,

Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

10.4.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all Subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Small Business Enterprise Program.

10.6.1 General. The SFMTA is committed to a Small Business Enterprise Program (SBE Program) for the participation of SBEs in contracting opportunities. In addition,

the Contractor must comply with all applicable federal regulations regarding Disadvantaged Business Enterprise (DBE) participation, as set out in Title 49, Part 26 of the Code of Federal Regulations, with respect to DBEs performing work under this Agreement. More information on federal DBE requirements can be found on the internet at: <http://www.fta.dot.gov/civilrights/12326.html>.

10.6.2 Compliance with SBE Program. Contractor shall comply with the SBE provisions contained in Appendix E attached to this Agreement and incorporated by reference as though fully set forth, including, but not limited to, achieving and maintaining the SBE goal set for the total dollar amount awarded for the services to be performed under this Agreement. Failure of Contractor to comply with any of these requirements shall be deemed a material breach of this Agreement.

10.6.3 Non-Discrimination in Hiring. Pursuant to City and SFMTA policy, Contractor is encouraged to recruit actively minorities and women for its workforce and take other steps within the law, such as on-the-job training and education, to ensure non-discrimination in Contractor's employment practices.

10.7 Minimum Compensation Ordinance. Contractor voluntarily agrees to pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor voluntarily agrees to comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Prevailing Wages. Contractor shall comply fully with the Prevailing Wage Ordinance (No. 213-15) applicable to SF Access operations.

10.11 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering,

purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701).

10.12 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.13 Reserved. (Slavery Era Disclosure)

10.14 Reserved. (Working with Minors)

10.15 Consideration of Criminal History in Hiring and Employment Decisions

10.15.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable

provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.15.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.16 Reserved. (Public Access to Nonprofit Records and Meetings)

10.17 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.18 Reserved. (Sugar-Sweetened Beverage Prohibition)

10.19 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.20 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, California 94103-1267
Attn: Annette Williams
Email: annette.williams@sfmta.com

To Contractor: Transdev Services, Inc.
720 E. Butterfield Road, Suite 300
Lombard, IL 60148
Attn: Mike Murray
President & COO, Transit Division
mike.murray@transdev.com

Any notice of default must be sent by overnight delivery or courier. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Payment Card Industry (PCI) Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

11.3.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

11.3.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

11.3.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

11.3.4 For items 11.3.1 to 11.3.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

11.3.5 Contractor shall be responsible for furnishing the SFMTA with an updated PCI compliance certificate 30 calendar days prior to its expiration.

11.3.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20 percent (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Notice of Dispute For any dispute involving a question of fact that does not involve a claim for additional compensation, the aggrieved party shall furnish the other Party with a notice of dispute within 15 days of the determination of the dispute. The Party receiving a notice of dispute shall submit a written reply with 14 days of delivery of the notice. The notice and response shall contain the following: (i) a statement of the Party's position and a summary of the arguments supporting that position, and (ii) any evidence supporting the Party's position.

11.6.2 Resolution of Disputes. Disputes arising in the performance of this Agreement that are not resolved by negotiation between the Manager and the Broker's representative shall be decided in writing by the SFMTA Director, Taxi and Accessible Services. The decision shall be administratively final and conclusive unless within 10 days from the date of such decision, the Contractor mails or otherwise furnishes a written appeal to the Director of Transportation or his/her designee. In connection with such an appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Transportation shall be administratively final and conclusive. This section applies to all disputes unless a specific provision of this Agreement provides that the Manager's decision as to a particular dispute is final.

11.6.3 No Cessation of Work. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the written directions of the SFMTA Project Manager.

11.6.4 Alternative Dispute Resolution. If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process.

11.6.5 Claims for Additional Compensation. For disputes involving a claim for additional compensation, Parties involved shall attempt to resolve such disputes expediently

and in good faith so as not to impact the performance or schedule of the work. Under no circumstances shall the Contractor or its Subcontractors stop work due to an unresolved dispute.

11.6.6 Disputes among Contractor Partners. The resolution of any contractual disputes related to Contractor's Joint Venture or Association partners (if any) shall be the sole responsibility of the Contractor. Each party of the Joint Venture or Association shall resolve all such disputes within 30 calendar days of when the dispute first surfaced so as not to impact the performance of the contract with the City. Any such disputes that impact the Project and that are left unresolved for more than one month shall be cause for the City to withhold and/or reduce invoice payments to the Contractor's Joint Venture or Association firms until the dispute is resolved.

11.6.7 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, the RFP, and Contractor's Proposal dated December 30, 2015. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Contractor's Proposal.

11.14 Unavoidable Delays. Unavoidable delay is an interruption of the work beyond the control of a contractor and which interruption the Contractor could not have avoided by the exercise of care, prudence, foresight and diligence. Such delays include and are limited to acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes, lockouts, sit-downs, slow-downs, and other labor disputes; fuel shortages; freight embargoes; accidents; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the contracting officer, board or commission insofar as they necessarily require additional time in which to complete the entire work; the prevention by the City and County of San Francisco of a contractor from commencing or prosecuting the work; the prevention of a contractor from commencing or prosecuting the work because of the acts of others, the prevention of a contractor from commencing or prosecuting the work because of the failure of the City and County to furnish the necessary materials, when required by the terms of a contract and when requested by the Contractor in the manner provided in said contract; and, inability to procure or failure of public utility service. The duration of said unavoidable delays shall be limited to the extent that the commencement, prosecution and completion of the work are delayed thereby, as determined by Agency.

Material shortages, inability of Contractor to procure materials, labor shortages, or inability of Contractor to procure labor shall not be considered causes of unavoidable delay under this Contract except as specifically approved by the Agency

11.15 Third Party Beneficiaries. Nothing in this Agreement is intended to create any third-party beneficiary status or any rights in any third party to enforce this Agreement.

Article 12 Large Vehicle Driver Safety Training Requirements

12.1 Training Requirements. Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle

Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicledrivingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.2 Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Lease of Vehicles

13.1 City as Lessor. City has procured the following vehicles and, through this Agreement, leases them to the Contractor for the term of the Agreement (collectively, Vehicles). A list of leased Vehicles is contained in Table 1. Title to all leased Vehicles shall remain with the City at all times.

13.1.1 2006 Purchase. Through an intergovernmental procurement agreement with the State of California, City purchased from El Dorado Bus Sales, Inc., 17 modified paratransit vans (the "vans"), at a cost of \$1,007,179, and exercised an option to purchase three additional vans at a cost of \$177,738.

13.1.2 2008 Purchase. Through an intergovernmental procurement agreement with the State of California, City purchased from Bus West 24 modified 22' paratransit vans (the Type II vans), and five modified 25' paratransit vans (the Type III vans). The City also purchased five minivans (the minivans) from El Dorado Bus Sales, Inc. The total cost of these vehicles did not exceed \$2,055,000. Through a separate procurement agreement with San Mateo County Transit District, the SFMTA purchased from El Dorado Bus Sales, Inc., six Type II vans at a cost of approximately \$445,800.

13.1.3 2011 Hybrid Purchase. Through the Caltrans-approved CalAct/Morongo Basin Transit Authority (MBTA) Purchasing Cooperative, City purchased from El Dorado Bus

Sales, Inc. one modified Type II paratransit hybrid van (hybrid van) at a cost of \$133,439. The hybrid van is 23 feet in length, including bumpers.

13.1.4 2012 Vehicle Purchase. Through the Caltrans-approved MBTA Purchasing Cooperative, City purchased from A-Z Bus Sales, Inc., 26 Type B Short paratransit vans (paratransit vans), at a cost of \$2,066,773.88. Twenty of the vehicles will replace the 20 vehicles purchased in 2006.

13.1.5 2014 Vehicle Purchase. Through the Caltrans-approved MBTA Purchasing Cooperative, City purchased from A-Z Bus Sales, Inc. six accessible minivans and 35 Type B paratransit vans. Five minivans will replace the five minivans purchased in 2008, one minivan will serve as the SF Paratransit field monitoring vehicle, and the 35 paratransit vans will replace the 35 vans purchased in 2008.

Table 1: Subleases of City-Owned Vehicles

Vehicle Year	# of Vehicles	Manufacturer	Vehicle Type	Sublease Payment Term
2006	20	El Dorado	Type II van	September 2006 - September 2011
2008	6	El Dorado	Type II van	August 2008 - August 2013
2008	5	El Dorado	Minivan	October 2008 - November 2012
2008	14	Bus West	Type II van	December 2008 - December 2013
2008	10	Bus West	Type II van	March 2009 - February 2014
2008	5	Bus West	Type III van	March 2009 - February 2014
2011	1	El Dorado	Type II hybrid van	July 2011 – July 2016
2012	26	Bus West	Type B van	June 2012 – June 2017
2014	6	A-Z Bus Sales	Minivan	June 2014 – June 2018
2014	35	A-Z Bus Sales	Type B van	June 2014 – June 2019

13.2 Future Procurements of Vehicles. As the vans and the minivans reach or exceed the end of their useful lives (approximately five years), the City intends to procure replacement vehicles and lease them to Contractor, under the terms and conditions set forth in

this Article 14, so that the City will maintain a fleet of approximately 128 Vehicles at any one time. The City expects the value of the replacement vehicles to approximate the value of the vans and the minivans, subject to cost-of-living adjustments. The lease of such replacement vehicles, including the terms of lease payments, shall be effected by an amendment to this Agreement executed by the Director of Transportation.

13.3 Conditions Precedent to Possession of Vehicles. Contractor shall not be entitled to possession of Vehicles until Contractor has delivered to City the following:

13.3.1 Verification of Commercial Automobile Liability Insurance covering all vans, in accordance with the terms provided in Sections 13.10.1 and 5.1.1(c) of the Agreement; and

13.3.2 A fully executed copy of Contractor's assumption of the sublease with each San Francisco van Service Provider that will be operating the vans.

13.4 Sublease by Contractor (Van Agreements). Unless otherwise agreed to by City, Contractor shall sublease the vans throughout the term of this Agreement to those van Transportation Service Providers participating in the Program (Subleases), until the Vehicles are retired as provided in Section 13.13 below (even though the Vehicle(s) may have exceeded their useful life). At a minimum, the Subleases shall include (a) a regular maintenance and repair program for the Vehicles; (b) reporting requirements for ADA van trips; (c) insurance and indemnification, as provided in this Lease Agreement; (d) a provision for a discounted cost for trips in lieu of Sublease payments; and (e) incentives to enhance the quality of service to paratransit customers.

The terms of each Sublease are subject to approval by City prior to execution of the Sublease between Contractor and its Subcontractor or Subcontractors. If any Subcontractor violates, in a material respect, any provision of its subcontract governing use of the Vehicles, Contractor, with approval of City, shall terminate that Sublease. In that event, Contractor, with approval of the SFMTA, shall transfer use of the Vehicles to another sub lessee that is not in violation of any material provisions of its Sublease.

13.5 Extension of Subleases. Contractor shall extend the Subleases, as required, through the end of the contracts with the Transportation Service Providers.

13.6 Lease Payments.

13.6.1 Amount of Lease Payment. Contractor shall provide lease payments to the City through its Subleases, as described below:

(a) **2011 Hybrid Van Purchase.** Lease payments shall be determined by negotiations with the selected hybrid van Service Provider, but in no event shall the monthly lease payment for the hybrid van for the term of the Sublease (as designated in Table 1) be less than \$1,000.

(b) **2012 Van Purchase.** Lease payments for the 26 Vehicles shall be determined by negotiations with the selected van Provider(s), but in no event shall the monthly lease payment for each of the 2012 vans for the term of the sublease (as designated in Table 1) be less than \$1,200.

(c) **2014 Van Purchase.** Lease payments for the five accessible minivans shall be determined by negotiations with the selected van service provider(s), but in no event shall the monthly lease payment for each of the 2014 minivans for the term of the Sublease (as designated in Table 1) be less than \$925. Lease payments for the 35 Type B vans shall also be determined by negotiations with the selected van service provider(s), but in no event shall the monthly lease payment for each of the 2014 Type B vans for the term of the Sublease (as designated in Table 1) be less than \$1,200.

13.6.2 Procedure. Contractor's lease payments to City shall be made concurrently with its monthly invoices, as provided in Section 3.10 of the Agreement. Payments shall be made on a monthly basis and shall commence with the first regular invoice from Contractor to City after 30 days after the effective date of this Amendment. Along with its payment, Contractor shall submit a monthly report detailing, for the van program, the number of passenger trips (one passenger/one way); and the number of trips credited to the Paratransit Program, as represented by the lease payment, whether attributed to the van program or other paratransit Taxi service. In the event Contractor is unable for any reason to make a monthly payment in full through a credit of no-cost trips, Contractor shall make said payment or portion thereof not represented by such a credit in cash collected from the sublessees to the extent that said amount is reasonably collectable, or deducted from amounts payable by Contractor to sublessees.

13.7 Obligations of Contractor. With respect to the lease of the Vehicles, Contractor shall:

13.7.1 Include language in each Sublease requiring the sublessee to maintain and repair the vans in safe and reliable condition. Contractor shall conduct an independent inspection of the Vehicles annually, in addition to oversight by SFMTA Fleet Maintenance staff.

13.7.2 Include language in each Sublease requiring the Vehicles to be operated in a safe manner consistent with all applicable provisions of Federal, State and local laws.

13.7.3 Report to City within seven Days any occurrence that will prevent compliance with this section (*e.g.*, accident rendering the Vehicle inoperative, mechanical deterioration to the extent that repair is infeasible).

13.7.4 Include language in each Sublease requiring that the van Service Providers, at their own cost, properly maintain and repair the Vehicles, according to the standards set forth in Appendix A, Attachment 1.

13.7.5 Include language in each Sublease that requires each sublessee, within five days after termination of this Agreement, unless otherwise authorized by the City in writing, to deliver the Vehicles in good working condition and in good repair to City or City's authorized representative at a location to be designated by City.

13.7.6 Contractor shall take commercially reasonable steps to monitor and compel each sublessee's compliance with all sublease requirements.

13.8 Use of Vehicles. The Vehicles shall be used solely for transporting qualified paratransit passengers as defined by federal regulations and SFMTA-approved criteria.

13.9 Audit; Inspection of Records. In order to ensure compliance with this and other provisions of this lease, City reserves the right to inspect and audit records maintained by Contractor and van service provider sublessees in the performance of this lease. These records include, but are not limited to, dispatch reports and other records of communications between van Service Providers and paratransit Customers. Contractor shall include language in each Sublease requiring van Service Provider sublessees to allow inspection and auditing by City or its agents during normal business hours, and to maintain all records generated in the performance of this lease and the Paratransit Program for a period of at least three years after the end of the lease term. Any violation of the provisions of this Section will be considered a material breach of the lease and/or Sublease and subject Contractor or sublessee to all remedies for breach available under law, including, but not limited to, termination of the Agreement. Contractor and its sublessees shall also permit any State or Federal agency having jurisdiction over the Vehicles or City's compliance with the Paratransit Program to inspect and audit records, as provided in this section.

13.10 Insurance. During the full term of the lease, Contractor shall require all Service Providers operating the Vehicles to maintain the following insurance on the vehicles:

13.10.1 Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-owned and Hired auto coverage, as applicable, and including physical damage coverages of comprehensive and collision for the actual value of the vehicle at the time of loss, with loss payable to City.

13.10.2 Contractor or its sublessees shall be responsible for payment of any insurance deductibles.

13.10.3 Contractor shall ensure that its Commercial Automobile Liability Insurance required includes coverage insuring both Contractor's and City's interest in the vans.

13.11 Insolvency. The Vehicles shall be immediately returned to the possession of City upon the bankruptcy, reorganization (within the meaning of the Bankruptcy Code), dissolution or liquidation of Contractor or its sublessee(s)).

13.12 Transfer of Vehicle. Except as provided in Section 14.5 of Agreement with respect to the Sublease of the Vehicles to a Subcontractor or Subcontractors approved by City, Contractor shall not transfer or otherwise dispose of the Vehicles during the pendency of this Agreement without the written approval of the Director of Transportation or his or her designee.

13.13 Retirement of Vehicles. Contractor may operate Vehicles beyond their useful life provided that they are maintained, and continue to operate, in a safe condition. When the SFMTA and Contractor determine that a Vehicle is ready to be retired, Contractor shall return the Vehicle to the SFMTA at a location designated by the Agency.

Article 14 MacBride Principles

14.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p>_____</p> <p>Edward D. Reiskin Director of Transportation</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p style="padding-left: 40px;">Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____</p> <p style="padding-left: 40px;">Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Transdev Services, Inc.</p> <p>_____</p> <p>Mike Murray President & COO</p> <p>720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Article 12: Large Vehicle Driver Safety Training Requirements.</p> <p>City vendor number: 81173</p>
<p>Board of Supervisors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p style="padding-left: 40px;">Clerk of the Board</p>	

Appendices

- A: Scope of Services
 - Attachment 1: Vehicle Operation and Maintenance Standards
 - Attachment 2: Driver Standards and Duties
 - Attachment 3: Reporting Requirements
 - Attachment 4: Passenger Operating Standards
- B. Calculation of Charges
- C. Trapeze Software Agreement
- D. FTA Provisions for Personal Services Contracts
- E. SBE Provisions
- F. Incentives/Disincentives

Appendix A
Contract No. SFMTA-2016-17
Scope of Services
(All tasks are continuous unless specified.)

SECTION I: ELIGIBILITY

Task Number	Eligibility-Related Activities	Tasks
1	Administer an ADA-compliant user certification and recertification process for SFMTA and Department of Aging and Adult Services programs. This process shall include, but not be limited to, the following tasks.	<ul style="list-style-type: none"> a. Provide application forms and other program materials upon request to all prospective applicants of paratransit services. b. Evaluate applicants for eligibility within 21 days of receipt of completed application. c. If the eligibility determination is not made within 21 days, provide service based upon presumptive eligibility status until determination is made. d. In accordance with past statistical data, utilize second level assessments for a minimum of 90% of new applicants during the eligibility determination process. A minimum of 60% of those second level assessments must be in-person interviews. e. Process recertification applications as necessary to ensure that all ADA-eligible individuals undergo the recertification process once every three years. f. In accordance with past statistical data, utilize second level assessments for a minimum of 30% of applicants applying for recertification. g. Mail written documentation of ADA eligibility to consumers within 21st day of receipt of completed application h. Ensure that eligibility process is compatible with SFMTA policies and procedures governing the SF Paratransit Program.

Task Number	Eligibility-Related Activities	Tasks
2	Provide information to applicants during the eligibility process.	<ul style="list-style-type: none"> a. Establish and provide a list of community resources, to include at least 10 neighborhood-based agencies that are available to provide information and assistance to applicants completing applications, b. Provide written notification to the applicant throughout the process such as: <ul style="list-style-type: none"> i. Acknowledgement of receipt of application after the applicant's basic information has been entered into the Customer Database; ii. Letter notification of a 2nd level assessment, if required; iii. A letter advising the applicant to schedule an in-person interview appointment, if necessary. iv. Once final determination is made, a registration packet with the Rider's Guide and a photo ID appointment letter (if necessary) or an "application denied" letter <ul style="list-style-type: none"> 1. All final determination letters shall state the category of eligibility and provide an explanation of the determination, including specific information on the reasons for a denial. c. Provide telephone and in-person information to applicants regarding the eligibility process d. Hold information sessions upon request at community locations, for applicants or social service agencies. Session to include an overview of the eligibility process, a question and answer session and assistance with completing forms
3	Provide a first-time and ongoing training program for eligibility analysts.	<ul style="list-style-type: none"> a. Provide training program for eligibility analysts. b. Provide ongoing refresher training on all aspects of eligibility determination, including current research in medical conditions as they relate to functional ability.

Task Number	Eligibility-Related Activities	Tasks
4	Administer and staff an ADA-compliant eligibility appeals process.	<ul style="list-style-type: none"> a. Conduct a management-level administrative review of the appeal. b. Provide appeals hearing within 30 days of request. c. Inform applicants of their right to an appeals hearing after a determination regarding eligibility is made. d. Recruit and train qualified medical and/or licensed professionals, fixed route representatives and consumers to serve as Appeals Panel members. e. Provide a comprehensive and ongoing training program for Appeals Panel members to ensure a sufficient number of trained consumer appeals panel members (at least 8 active participants) Provide option to appellants for a language interpreter, providing, at a minimum, translation in Russian, Spanish, Cantonese, and Mandarin (and make a good faith effort to provide translation for other languages as requested). Provide transportation to/from appeals hearing site f. Prepare appropriate information for all Appeals Panel members and conduct hearing under approved procedures g. Within 30 days of hearing, provide written notification to appellant of Appeals Panel’s decision, citing specific bases for eligibility determination,
5	Register certified persons as active users of the program.	<ul style="list-style-type: none"> a. Maintain a current Customer Database (see Section III.1) b. Issue a photo ID card to registered SF Access and Taxi Customers that includes eligible category of service, conditions on the Customer’s eligibility, and the eligibility expiration date. For paratransit Taxi Customers, their debit card serves also as their photo identification card.
6	Determine changes in eligibility.	<ul style="list-style-type: none"> a. Re-assess or revoke the eligibility of any Customer who Broker determines to be ineligible due to information on the application that is false, inaccurate, or that has changed sufficiently to warrant a change in eligibility with due process for an appeal.

Task Number	Eligibility-Related Activities	Tasks
7	Administer and conduct eligibility certification for Shop-a-Round and Van Gogh Shuttle participants.	<ul style="list-style-type: none"> a. Distribute Shop-a-Round registration forms to seniors and people with disabilities living in target neighborhoods or public housing sites. b. Review registration forms and assess eligibility based on policy guidelines. c. Track name, address, date of birth, and eligibility category in the Customer Database. d. Provide informational material and promote service to applicants during the ADA eligibility process if these services may better meet their needs than Paratransit. e. Monitor service quality. f. Ensure that program rules are adhered to by Customers and Providers. g. Develop and produce outreach materials. h. Conduct outreach at community-based organizations
8	Offer applicants the ability to participate in the Paratransit Plus Program when they do not meet ADA-eligibility criteria but have demonstrated a high level of difficulty using regular bus and light rail service.	<ul style="list-style-type: none"> a. Develop updated eligibility guidelines in conjunction with SFMTA staff (within 90 days of Effective Date) b. Determine eligibility according to established guidelines c. Monitor program and provide ongoing statistical reports as requested by SFMTA
9	Process requests by visitors to San Francisco to use ADA paratransit services.	<ul style="list-style-type: none"> a. Process requests within two working days or sooner, by: <ul style="list-style-type: none"> i. confirming visitor's ADA status via phone or letter; or ii. registering individual on local and regional databases; or iii. providing information on fixed route and paratransit services; or iv. providing fare and MuniMobile ticket information for those individuals wishing to purchase tickets in advance or v. Providing service through established day-ahead reservations protocol directly with SF Access contractor.
10	Utilize new Mobility Management function to connect both ADA and non-ADA eligible Riders with appropriate transportation services	<ul style="list-style-type: none"> a. Refer Customers to Mobility Management staff for follow up about other available transportation services b. Establish new protocols for referring potential Customers to Paratransit Plus, Shop a Round, Van Gogh Shuttle, and other transportation services available in San Francisco

Task Number	Eligibility-Related Activities	Tasks
11	Determine eligibility of Taxi services for ADA eligible Customers	<ul style="list-style-type: none"> a. Enforce conditions of making Taxi services available to ADA eligible Customers using criteria and procedures as established by the SFMTA b. Notify ADA eligible Customers of their eligibility for the Taxi program c. Provide information on how to use the SF Paratransit taxi debit card system.

SECTION II: CUSTOMER SERVICE/OUTREACH

Task Number	Customer Service/Outreach-related Activities	Tasks
1	Serve as the principal Customer service representative for SF Paratransit Customers, and be available to Customers who visit the Broker's Office, or who seek information by telephone, mail or the internet.	<ul style="list-style-type: none"> a. Maintain an ADA-accessible office open to the public for paratransit-related business. b. Be available to Customers in person and by telephone at least between 9:00 a.m. and 4:45 p.m. c. Customer information services shall be accessible via TTY and/or Video Remote Interpretation (VRI) or other comparable telecommunications access method. d. Provide a Customer service representative to answer the main phone line on a daily average of 98% of the 465 minutes during each business day. e. Answer in person at least 85% of all phone calls in 45 seconds or less, including TTY calls. Average call hold time during a business day may not exceed 60 seconds. All TTY calls must be transferred to message machine if not answered by a person within one minute. f. Respond to voicemail messages by the following business day at the latest. g. Assist Customers who visit the Broker's Office within 15 minutes of their arrival. h. Provide professional, courteous, Customer service at all times. i. Provide written, telephone and in-person Customer services in English, Chinese (Cantonese and Mandarin), Russian, and Spanish. j. Provide American Sign Language interpretation, or real-time captioning at the Broker's Office if a Customer gives at least 72 hours' notice of the request for such accommodations.
2	Track Customers who request accessible formats and provide informational materials to each Customer in a format that is accessible.	<ul style="list-style-type: none"> a. Maintain accessibility information for each Customer in the Customer Database. b. Provide primary written information in the specific accessible format requested by each Customer.

Task Number	Customer Service/Outreach-related Activities	Tasks
3	Educate prospective users of paratransit services to increase the awareness of ADA paratransit services within the community, with particular attention to underserved populations (e.g., persons with limited English-speaking ability) within the community of potential ADA-eligible users.	<ul style="list-style-type: none"> a. Provide 20 information sessions/workshops annually to community-based agencies to assure awareness and understanding of the SF Paratransit Program. b. Maintain documentation of all such workshops with records of attendance and all instructional materials provided to attendees. c. Update and maintain the SF Paratransit website (www.sfparatransit.com) to provide information about the SF Paratransit Program (see Section III: Information Technology). The SF Paratransit website should include application forms, Taxi service increase request forms, Riders' Guides, a method to submit complaints or commendations, an electronic payment mechanism, fare information, and other relevant policies and information. The website should be updated as necessary to provide up-to-date information d. Provide updates including paratransit service summaries, news, and information, to be disseminated to paratransit Customers and Group Van agencies via the SF Paratransit website. e. Ensure that outreach efforts include seniors and persons with disabilities, including those who do not speak English. Provide mailing services as requested by SFMTA. f. Distribute <i>Community in Motion</i> video to appropriate community-based organizations and the public library; make the video available to applicants and potential applicants, as needed.
4	Staff public meetings and working groups on paratransit service issues to ensure community input in problem-solving to improve programs and services.	<ul style="list-style-type: none"> a. Staff the three modal subcommittees of the PCC Executive Committee -- the Taxi/Ramp Taxi Subcommittee, the Group Van Subcommittee and the SF Access Subcommittee b. In conjunction with the Vice Chair of each Subcommittee, develop the agendas, develop meeting summaries, and mail the agenda packets. Provide meeting materials in accessible formats as requested. c. Prepare reports and analysis materials as needed for PCC related meetings d. Staff workgroup meetings, as required, to include members of the PCC and community stakeholders and Service Provider representatives (including drivers).

Task Number	Customer Service/Outreach-related Activities	Tasks
5	Maintain a consumer relations program to solicit ongoing feedback regarding Broker performance (also see Section VIII: SERVICE).	<ul style="list-style-type: none"> a. Provide information (in Riders' Guides and Broker newsletters) about the responsibilities of the Service Providers, Broker, and Customers, acceptable standards of paratransit service and how to make complaints/commendations. b. Process Customer complaints and commendations. c. Maintain a database of Customer complaints and commendations that can be sorted by Mode, Customer, driver, date and general subject matter category d. Provide a Broker service quality staff person to work directly with the Service Providers' staff to address on-going concerns or issues as needed. e. Budget each year for an independent Customer satisfaction survey annually to measure and track Customer satisfaction with Paratransit Broker services and with Service Providers. f. Provide postage pre-paid Customer comment cards. Make available on paratransit vans and in the lobby of the Broker's Office. g. Track Customer comment card both comments and responses in Trapeze COM. h. Analyze complaint trends and report to SFMTA monthly and PCC quarterly.
6	Provide effective ongoing liaison services with community-based and advocacy agencies that represent seniors and persons with disabilities.	<ul style="list-style-type: none"> a. Maintain direct communication links and designated contacts at community-based advocacy agencies such as Independent Living Resource Center, Lighthouse for the Blind, Senior Disability Action and Mayor's Office on Disability, etc. to ensure an ongoing dialogue of consumer issues and awareness of new programs b. Hold problem-solving meetings, on a formal and informal basis, to ensure that Broker is responsive to issues as needed.
7	Administer a Paratransit Grievance Committee for Customers to submit grievances against Transportation Service Providers for on-going, unresolved complaints.	<ul style="list-style-type: none"> a. As needed, convene a Grievance Committee to mediate an acceptable solution to a Customer grievance b. As needed, address social service agencies' concerns regarding individual Riders or specific Providers

Task Number	Customer Service/Outreach-related Activities	Tasks
8	Provide travel training to encourage persons with disabilities to use the Muni system by increasing public transit skills and comfort level as part of new Mobility management task.	<ul style="list-style-type: none"> a. Conduct outreach to appropriate agencies to identify suitable candidates for travel training b. Offer travel training to individuals who applied for paratransit services and were determined ineligible c. Travel trainers will conduct individual and group training sessions, which will include taking at least one transit trip, provision of basic transit policy and operational information, instructions on how to read a Muni map, instructions on how to obtain accessible Muni information; as well as training in how to ride Muni by identifying stops, embarking, paying fare, using priority seating, grabbing rails, requesting stops, and disembarking. d. Maintain documentation of all travel training sessions with records of attendance and all instructional materials provided to attendees.
9	Sell paratransit Fare Media to Customers.	<ul style="list-style-type: none"> a. Make available Fare Media for purchase during business hours at the Broker's Office. b. Make Fare Media sales information about tickets and MuniMobile, including up-to-date fare information, available on the internet. c. Implement a website capable of receiving secure Fare Media payments. d. Accept cash, credit cards, and personal checks with valid ID card as proof of identity. e. Broker's Office staff shall be trained in procedures to accept payments when electronic cash registers or Contractor's computer systems are not operational. f. Administer and conduct eligibility certification and fare subsidy disbursements from donated private funds for the Helping Wheels Fund Fare Assistance Program. g. Maintain a separate corporate account for the Helping Wheels Fund. SFMTA must approve disbursements from this account. h. Monitor Helping Wheels Fund and provide statistical reports as requested by SFMTA.

Task Number	Customer Service/Outreach-related Activities	Tasks
10	Suspension of service	<ul style="list-style-type: none"> a. Document any basis for suspension of paratransit services to any Customer and issue a warning notice to Customers in advance of any suspension (except for illegal behavior or behavior that compromises the safety of other Riders or driver in accordance with the SF Paratransit Rules of Operation, as they may be amended. b. Include in the Notice of Suspension the date and duration of the suspension of paratransit services to the Customer, the reason for the suspension, and forms and instructions for the Customer to appeal the suspension decision. c. Implement all required appeal procedures for suspension determinations and document the process and outcome of the appeal.
11	SF Paratransit Rules of Operation	<ul style="list-style-type: none"> a. Enforce all policies and procedures stipulated in the SF Paratransit Rules of Operation, as they may be amended from time to time.
12	Administer Mobility Management to connect seniors and persons with disabilities with appropriate transportation services	<ul style="list-style-type: none"> a. Establish a one stop mobility center for seniors and persons with disabilities to receive individualized transportation information and referrals. Provide phone access and coordination with 311. b. Develop a website to facilitate the dissemination of information on transportation options. c. Assist in the development of the Peer Escort Program <ul style="list-style-type: none"> i. Identify Group Van routes with a high number of “Attendant Required” (ATR) Riders for possible expansion of program ii. Coordinate with Felton/Family Services Agency with placement of peer escorts iii. Coordinate with Group Van Service Providers to ensure space availability on vehicles iv. Conduct biannual evaluations of the program d. Explore and identify opportunities for resource and technology sharing between SF Paratransit and private/nonprofit entities for example vehicle sharing and debit card technology use by partner entities. e. Expand the Paratransit Plus Program (see Section I: Eligibility)

SECTION III: INFORMATION TECHNOLOGY

Task Number	Information Technology-Related Activities	Tasks
1	Maintain Customer Database.	<ul style="list-style-type: none"> a. Maintain and update on a daily basis data for approximately 15,000 Customers for all Modes of service (Taxi, SF Access, SFMTA Group Van, Department of Aging and Adult Services Group Van, Paratransit Plus, Shop-a-Round and Van Gogh Shuttle). b. Maintain eligibility status, biographic data, and demographic data on each certified Customer, as well as client service information, such as no shows, complaints filed, etc. c. Maintain all daily individual Customer purchase transactions d. Establish a systematic data backup system with documentation e. Interface with Regional Eligibility Database. f. Interface with the Paratransit Debit Card System (PDCS).
2	Be responsible for the daily operation and management of the various components of the Paratransit Debit Card System (PDCS).	<ul style="list-style-type: none"> a. Provide management and operational support including new debit card account creation, debit card issuance, debit card account management, servicing and reporting, Customer support, and Taxi company fare reconciliation, settlement and reporting. b. Provide ongoing operations training as needed for new hires, new software releases, and new PDCS features. c. Develop or use the established tracking protocol for all new versions of In-Taxi Equipment (ITE) hardware and firmware; maintain a record of any changes/updates. d. Process eligible Customers to collect digital photographs and create unique magnetic stripe cards. e. Manage Customer accounts to collect and post received funds, hotlist lost or stolen cards, suspend accounts where abuse is determined, perform card replacement, and respond to questions and disputes. f. Provide multiple methods for paratransit Customers to add value to their debit card account, including in-person at the Broker's Office, via Interactive Voice Response (IVR), and via a secure website, using check, credit card or checking account electronic funds transfer. g. Manage and procure debit card stock inventory

Task Number	Information Technology-Related Activities	Tasks
2 cont'd		<ul style="list-style-type: none"> <li data-bbox="657 304 1477 430">h. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of paratransit debit cards (see also Section VIII: Service). <li data-bbox="657 436 1396 499">i. Ensure that CabConnect's backup IVR system is fully functional. <li data-bbox="657 506 1412 604">j. Provide a plan to manually process all debit card transactions should the entire PDCS, including the IVR system, become unavailable. <li data-bbox="657 611 1445 709">k. Monitor CabConnect contract for compliance with service standards including service level monitoring/enforcement and invoice payment <li data-bbox="657 716 1331 747">l. Manage and enforce PDCS warranty obligations. <li data-bbox="657 753 1469 915">m. Establish and maintain a complete and accurate document control system, including PDCS contract management files, correspondence between Contractor, SFMTA, and the PDCS Service Provider, invoice and payment reports, and training documentation. <li data-bbox="657 921 1437 1052">n. Operate and maintain any necessary PDCS peripheral equipment, including but not limited to, the debit card printer/encoder, report printer, debit card/report shredder, and secure facility for storing unused debit card stock. <li data-bbox="657 1058 1477 1276">o. On-going - ensure that debit card training is available to all Customers newly certified in the Taxi or Ramp Taxi program. Ensure that front line staff members are trained to orient new Riders to the debit card program. Customer training may consist of individual demonstrations or weekly orientation sessions, as appropriate. <li data-bbox="657 1283 1477 1430">p. Through contracts with individual color schemes or dispatch services and through the SF Taxi driver training programs, require that debit card training is available to Taxi company staff and drivers through a train-the-trainer model. <li data-bbox="657 1436 1412 1547">q. Continue on-going certification program to review, and certify in any new ITE to assure the equipment meets Paratransit requirements.

Task Number	Information Technology-Related Activities	Tasks
3	Interface with the San Francisco Bay Area Regional Eligibility Database (RED)	<ul style="list-style-type: none"> a. Ensure that data for the Regional Eligibility Database is downloaded automatically from the SF Paratransit Customer Database daily. b. Ensure that the Regional Eligibility Database downloads updated information to SF Customer Database on a daily basis. c. Check the Regional Eligibility Database to confirm ADA eligibility for non-SF Paratransit Customers who may be using SF Paratransit services. d. Check the Regional Eligibility Database twice weekly to verify that ADA eligibility is updated for SF Customers and communicate identified problems weekly to the lead agency (currently CCCTA); actively coordinate in the development of solutions to problems that arise.
4	Maintain the SF Paratransit website (www.sfparatransit.com) that complies with the City's Department of Telecommunications and Information Services standards for website accessibility.	<ul style="list-style-type: none"> a. Electronic information shall comply with all accessibility standards of Section 508 of the Rehabilitation Act (29 U.S.C. § 794d). b. The website shall be capable of receiving secure Fare Media payments. c. The website shall provide general information about the SF Paratransit Program, eligibility requirements and application forms. d. The website shall operate in accordance with the following standards for availability, speed and security of data: <ul style="list-style-type: none"> i. Website Availability: The website must be available 99.5% of the 1440 minutes in a calendar day, 365 days a year. With prior SFMTA approval of proposed website maintenance dates, the website may be taken down for maintenance between the hours of midnight and 6 a.m. ii. Website Speed: The average page load time into the network may not exceed four seconds on any ISP with a connection speed faster than 56kb. iii. Website Security: Zero failures in encryption level and standardized intrusion testing routines.
5	Maintain a secure location for computer equipment and for archiving all electronic records.	<ul style="list-style-type: none"> a. Provide backup generating capability in the event of a natural disaster. b. Ensure daily regular archiving of all electronic data associated with the performance of the Agreement regardless of the failure of IT equipment or the intentional or negligent acts of any person that results in deletion or corruption of data.

Task Number	Information Technology-Related Activities	Tasks
6	Vision software	<ul style="list-style-type: none"> a. Provide Contractor's Vision software to paratransit van Providers and train Broker and Service Provider staff on the use of the program. b. Provide on-going training of Broker and Service Provider staff as necessary. c. Provide SFMTA staff with secure access to Vision over the internet. d. Work with Service Providers and Broker staff to ensure that real time information provided by Vision is used to predict or monitor late trips, proactively schedule trips throughout the day, and to set up a predictive calling mechanism to inform Customers of schedule changes.
7	Implement technology based solutions to enhance service delivery of SF Access, Group Van, and Taxi services	<ul style="list-style-type: none"> a. Partner with an existing SFMTA-approved Taxi hailing mobile based application company to integrate the SF Paratransit Taxi program <ul style="list-style-type: none"> i. Ensure that SFMTA and SF Paratransit are able to access trip information in real time mode or at a minimum upon completion of the trip. Integrate SF Paratransit Taxi debit card as a form of payment b. Upon receipt of capital funding, purchase a web-based solution, such as Trapeze PASS-WEB, that would allow SF Access and Group Van Riders to reserve and cancel trips and view upcoming. One time capital costs are expected to be approximately \$200,000 with an associated annual maintenance/hosting cost.

SECTION IV: ASSET PROCUREMENT AND MANAGEMENT

Task Number	Asset Procurement and Management-Related Activities	Tasks
1	Develop and maintain a structured asset management protocol for all assets purchased with City funds.	<ul style="list-style-type: none"> a. Manage assets, including, but not limited to, City-owned vehicles, and all office furniture and equipment b. Maintain current list of inventory of all assets
2	Monitor and manage usage of MDCs with GPS capability on paratransit vans	<ul style="list-style-type: none"> a. Maintain an inventory of MDCs installed in each paratransit van throughout the term of the Agreement b. Manage and enforce MDC warranty obligations c. Provide training and technical assistance for other providers on the use of MDC's.
3	Manage, service, and track In-Taxi Equipment (ITE through the end of the established ITE lease period (three years from the date of purchase).	<ul style="list-style-type: none"> a. Maintain a list of approved ITE vendors to allow Taxi companies to purchase additional and/or replacement ITE. b. Require the Taxi companies to maintain an inventory of the ITE assigned to or purchased by them, including the location of the ITE. c. Manage and enforce ITE warranty obligations. d. Work with SFMTA to develop and implement an ITE inspection/audit program with the Ground Transportation Unit at SF Airport designed to identify unauthorized modifications to the equipment that may increase the risk of PDCS fraud.

SECTION V: OPERATING PROCEDURES, REPORTING AND RECORD RETENTION

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
1	Develop and implement a Standard Operating Procedures (SOP) documents to include, but not be limited to, the following components:	<p>Work with SFMTA to develop and maintain the following documented components (Standard Operating Procedures SOP's)</p> <ul style="list-style-type: none"> a. Emergency Preparedness Protocol: To provide continuity of paratransit services in the event of any foreseeable interruptions in the availability of labor, vehicles, materials, supplies, power or communications, and to provide emergency transportation as directed by SFMTA in the event of a disaster (new update by second quarter year 2); b. Service Quality and On Time Reliability Monitoring Program: To ensure systematic and comprehensive monitoring of key Service Standards (including on time reliability, complaints and accident/incident statistics) for all Subcontractors, including a problem-solving component to develop long-term solutions to service quality issues and procedures for responding to Customer complaints (develop SOP by end of first year); c. Driver Training Protocol: To ensure safe and courteous Customer service in compliance with Service Standards (review current practices and develop SOP for SF Access within 90 days, and for Group Van as part of procurement process); d. Scheduling Protocol: To minimize delays in response to Customer requests for paratransit service (memorialize protocol in writing for SF Access by 180 days, for Group Van within 180 days of the Effective Date); e. IT Back-Up Procedures: To ensure regular archiving of all electronic data associated with the performance of the Agreement regardless of the failure of IT equipment or the intentional or negligent acts of any person that results in deletion or corruption of data (provide written protocol by 90 days of Effective Date); f. Vehicle Maintenance Inspection Procedures: For City-owned paratransit vans leased to the Broker (within 60 days of the Effective Date);

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
1 cont'd		<ul style="list-style-type: none"> g. Asset Management Protocols: To track and monitor the condition of all assets purchased with City funds, including vehicles, hardware and software, furniture and equipment (within 180 days of the Effective Date); h. Paratransit Grievance Committee Forms and Procedures: Written grievance forms and procedures for Customer complaints (within 90 days of the Effective Date). i. Fraud Prevention Procedures: For controlling fraud and misuse of PDCS (within 90 days of the Effective Date). j. Customer Satisfaction Survey Methodology: Describe the Annual Customer Satisfaction survey process and the methodology for implementation of the survey and how the instrument is developed (within 120 days of the Effective Date). k. Review the draft SOPs with SFMTA (PCC also, as necessary, if new policies/procedures are contemplated). Broker shall comply with the provisions of the SOPs and shall require all Providers to comply with the procedures set forth.
2	Provide weekly, monthly and annual Performance Indicator Reports documenting all elements of Services provided under the Agreement.	<ul style="list-style-type: none"> a. Provide a weekly report of service level statistics, including number of SF Access and Group Van trips by mode, on time performance, number of no-show and cancelled trips, and phone report to SFMTA b. Provide monthly report of service level statistics, including number of trips by Subcontractor and mode, number of no-show trips and cancelled trips, number of stair assists performed, and number of trip denials. c. Prepare summaries of the number of (i) ADA certifications on a monthly basis, including the number of applications received; (ii) certifications of ADA-eligible users by category; (iii) eligibility denials; (iv) appeals processed; (v) re-certifications; and (vi) levels of active and inactive users. d. Provide reports identifying service trends or patterns as requested by SFMTA staff. e. Maintain records and prepare operating reports as required by the SFMTA, San Francisco County Transportation Authority, Department of Aging and Adult Services, the FTA, and other agencies.

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
2 cont'd		<ul style="list-style-type: none"> f. Provide monthly reports of trip costs. g. Compile all information requested by the SFMTA for the FTA's National Transit Database Section 15 Annual Report. h. In the course of SF Paratransit duties, each of Broker's and Subcontractors' employees who personally witness any SF Paratransit vehicle accident or incident that may involve personal injury, property damage, or known safety violations, shall file reports of said events. Broker shall provide reports to the SFMTA by the next business day, and monthly Incident Report Summaries to SFMTA for each Subcontractor. i. Provide monthly telephone statistics for the transportation services including: (i) number of incoming phone calls by group (reservations, Customer service, Where's my Ride, Group Van); (ii) number of abandoned calls; (iii) average number of available phone agents by hour, by day, by Automated Call Distribution (ACD) system group; (iv) average hold times; (v) average speed of answer by ACD system group; (vi) number of road calls
3	Retain all project records.	<ul style="list-style-type: none"> a. Maintain all project records (either hard copy or electronic) for at least three years after the termination of the Agreement.
4	Fund independent outside audits of Contractor performance.	<ul style="list-style-type: none"> a. Procure independent auditors to perform audits (at the request of SFMTA). Audits may include, <ul style="list-style-type: none"> i. financial audit; and ii. performance evaluation audit, including audit of Transit Division Services, All independent auditors shall be subject to approval by the Director of Transportation or his or her designated representative. <ul style="list-style-type: none"> 1. During any initial service audit of Transit Division Services provided by Contractor, auditors would be required to establish procedures that would allow SFMTA staff to conduct subsequent periodic performance evaluation audits on an on-going basis.
5	Customer privacy	<ul style="list-style-type: none"> a. Maintain and secure personal information of Customers in its possession, including, but not limited to, legal documents such as powers of attorney and guardianship, contact information and medical information, in a manner that protects all rights of privacy of Customers.

SECTION VI: FINANCIAL MANAGEMENT

Task Number	Financial Management - Related Activities	Tasks
1	Control budgeted resources so that they will meet the demands of the Contract.	<ul style="list-style-type: none"> a. For Group Van: <ul style="list-style-type: none"> i. Hold an annual meeting with each Group Van Service Provider prior to the start of a new fiscal year to discuss annual budgetary and trip levels, unit cost per trip, appropriate invoice procedures, and financial penalties; ii. Provide Group Van Service Providers adequate (approximately two-months) notice if budget projections indicate that service expenditures are exceeding budgeted levels; iii. Process (including validating) monthly invoices for Group Van Services. b. Keep Customer Database updated on a daily basis via Broker Customer software and verify that no Riders are served that are not ADA-certified. c. Receive and verify invoices, and provide reimbursement to Service Providers for trips documented, according to provisions of Service Provider contracts.
2	Ensure fiduciary control of funds collected.	<ul style="list-style-type: none"> a. Maintain procedures to accept and control funds in the form of cash, checks, money orders and credit card transactions. b. Account for fare revenues collected from Directly Operated Transportation Services (thru deduction on monthly invoice) and other providers if cash fares or tickets are collected. c. Maintain an electronic accounting/tracking program of all Customer accounts. d. Ensure that paratransit transactions are performed with a high level of office security, to include record keeping, staff training, staff responsibility, data generation, reporting procedures, and client access to records. <ul style="list-style-type: none"> i. Maintain physical security of paratransit funds collected, debit card value and passes; ii. maintain standard accounting procedures for handling and verification of daily cash, checks, and money orders; received, and daily verification of debit card value iii. Insure and bond Paratransit Accounts Manager and other employees handling financial transactions. e. Require all persons adding debit card value for another person to present photo/signature identification

Task Number	Financial Management - Related Activities	Tasks
3	Prepare monthly invoices of Subcontractor and Broker revenue, for submittal to SFMTA.	<ul style="list-style-type: none"> a. Perform fare reconciliation for all Providers. b. Submit invoices to SFMTA each month with all revenues collected for services provided by Subcontractors and Broker, the dollar value of all debit card transactions and van tickets sold, trips provided, and year-to-date total in all categories. c. Submit all revenues collected monthly to SFMTA Finance.
4	Prepare monthly invoices of Broker expenses for submittal to SFMTA.	<ul style="list-style-type: none"> a. Review all Service Provider invoices for accuracy. Services rendered as part of the Peer Escort Program. b. Submit invoice to SFMTA each month detailing expenditures per Mode, all Broker administrative and operations expenses, including Department of Aging and Adult Services transportation and administrative costs.
5	Manage and document all transactions related to Fare Media and billing for Group Van, SF Access and Taxi, Inter-county and Shop-a-Round services.	<ul style="list-style-type: none"> a. Disburse, collect and maintain fiduciary control over Fare Media. b. Broker shall not charge any Customer amounts for Fare Media in excess of the amounts approved by SFMTA. c. Manage and document all Customer information and transactions conducted as part of the PDCS. d. Manage and document payments made and received in accordance with regional Inter-County Paratransit Service agreements.
6	Disburse and monitor Ramp Taxi driver incentives	<ul style="list-style-type: none"> a. As directed by SFMTA staff, disburse and monitor monthly Ramp Taxi driver incentive payments to Taxi companies, which will in turn disburse the funds to their drivers.
7	Fund a Paratransit Drivers of the Year Program	<ul style="list-style-type: none"> a. Award amount as specified by SFMTA (\$100 in 2016) for one driver from each of the van and Taxi Paratransit Service Providers, as well as two overall awards for a van driver and a Taxi driver of the year, as nominated by Customers. At least 15 drivers shall receive awards each year.

SECTION VII: PERSONNEL FOR BROKERAGE

Task Number	Personnel-Related Activities	Tasks
1	Provide a General Manager to act as a single point of contact for SFMTA for the Brokerage.	<p>a. The General Manager shall act as the liaison between the Broker and the SFMTA and be responsible for the following:</p> <ul style="list-style-type: none"> i. overall implementation of the SF Paratransit program; ii. implementation of new Broker programs, specifically Mobility Management, patron web access to schedule/cancel SF Access trips, also all ongoing management of existing programs, SF Access, Group Van procurement and transition, Taxi, Shop-a-Round, Van Gogh Shuttle, MDC/ Vision, DriveCam, Helping Wheels Fund implementation and other programs that parties may agree to. iii. service planning; iv. applying a structured process to problem-solving; v. preparing reports to summarize Broker activities and progress towards the resolution of identified problems, with progress toward implementation milestones. vi. Oversee and monitor contractor transportation services.
2	Provide professional staff with high-level analytical skills in all management positions.	<p>(a) Unless otherwise approved by the SFMTA, Broker shall maintain the following positions throughout the term of the Agreement:</p> <ul style="list-style-type: none"> i. General Manager ii. Director of Finance/Admin iii. Contracts Admin iv. Director of Ops v. IT Manager vi. Finance Manager vii. Eligibility Manager viii. Mobility Manager
3	Provide skilled IT manager.	<p>a. Provide staff with sufficient skills and expertise to maintain the on-going operation and maintenance of the PDCS, Customer Database, Regional Eligibility Database, all associated interfaces, manage the contract with the PDCS vendor, and oversee the on-going operation and maintenance of ITE. This can be a contracted position.</p>

Task Number	Personnel-Related Activities	Tasks
4	Demonstrate commitment in hiring practices to maintaining a diverse workforce with regards to race/ethnicity, gender, linguistic capability, and disability status.	a. Work with and submit reports, as required, to the SFMTA Contract Compliance Office.
5	Ensure that all employee salaries comply fully with the City's Minimum Compensation Ordinance (MCO) and that employees receive health benefits.	<p>The following shall apply to the Broker and Transit Division:</p> <ul style="list-style-type: none"> a. All employee wage rates shall meet or exceed the San Francisco MCO standards. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. b. The hourly rate may increase on July 1 of each year; Contractor and Subcontractors will be required to pay any such increases to covered employees during the term of the contract. c. Submit annual salary levels per employee to the SFMTA Manager of Accessible Services on an annual basis. d. Broker shall provide full medical coverage to all staff members. <p>The following shall apply only to the Transit Division employees</p> <ul style="list-style-type: none"> a. All Transit Division employee wages and benefits shall abide by the written agreement between the contractor and Teamster Local 853 and Machinist 190 through the duration of the term.
6	Staff to participate in and report on public meetings and working groups on paratransit service issue, including Customer and stakeholder committees of the PCC.	a. Broker shall staff all three modal committees of the PCC Executive Committee, including the Taxi/Ramp Taxi Subcommittee, the Group Van Subcommittee and the SF Access Subcommittee.

SECTION VIII: SERVICE

Task Number	Service-Related Activities	Tasks
1	Select all Group Van Providers by competitive solicitation.	<ul style="list-style-type: none"> a. Procure through a competitive bidding process not less than one additional Group Van Service Provider with SFMTA funding and not less than three Group Van Service Providers under the program funded by the Department of Aging and Adult Services. b. Ensure that all procurement processes meet FTA guidelines for federally funded contracts. c. Review draft Service Provider deliverables, minimum qualifications, and driver and vehicle standards with SFMTA prior to initiating Contractor negotiations. d. Ensure that selected Service Providers retain competitive unit costs per trip, while meeting service quality-related criteria. (per hour reimbursement could be considered if it's believed to be more beneficial to SFMTA, but per trip is expected) e. In the bidding process, encourage prospective Service Providers to provide employee incentive plans, bonuses, awards, dental coverage, and other benefits. f. Ensure as part of contract negotiations with Service Providers that limits on unit cost increases will be set by pegging increases to the Cost of Living Index for the Bay Area Statistical Metropolitan Area as determined by the U.S. Department of Labor and that all cost-of-living adjustments received by Subcontractors shall be passed on to all SFMTA-funded paratransit drivers with at least a proportional wage adjustment. g. Set up bidding process to take into account that provision of Section 5310 vehicles to Providers should result in lower costs per trip. h. Selection process must include an opportunity for protests of the contract award to be directed to the SFMTA Director of Transportation or his or her designee.
2	Require that Subcontractors comply with the City's Minimum Compensation Ordinance.	<ul style="list-style-type: none"> a. See Section 10.7 of Agreement.
3	Require that Group Van Providers afford health insurance to their employees.	<ul style="list-style-type: none"> a. Require that all Group Van Subcontractors provide medical coverage to all SFMTA-funded paratransit drivers, or that documented equivalent medical services are being provided through other arrangements.

Task Number	Service-Related Activities	Tasks
4	Require through bidding process that Group Van Service Providers have minimum hardware and software capabilities and functional capacity to link to Broker-provided routing and scheduling software and Vision.	<ul style="list-style-type: none"> a. Include detailed IT specification and staff training requirements in bidding documents for selection of Group Van Service Providers
5	Enter into contracts with Taxi company Subcontractors as a broker.	<ul style="list-style-type: none"> a. Screen for compliance with minimum requirements for Program participation, including capacity to participate in the PDCS program.
6	Maintain a comprehensive service quality monitoring program	<ul style="list-style-type: none"> a. Monitor subcontracts through review of reports, data, and information obtained directly from Customers, Providers, and agencies for all Subcontractors on a monthly basis for: <ul style="list-style-type: none"> i. trip documentation and verification; ii. month-to-month budget review; iii. on-time reliability rating; iv. telephone response time; v. no-show and trip cancellation percentage; vi. complaints/compliments; vii. passenger trip logs; viii. field monitoring for driver performance, safety, and courtesy. b. Coordinate on an on-going basis with other City departments such as the Mayor's Office of Disabilities, and the Department of Aging And Adult Services to provide feedback on paratransit Customer concerns raised and develop plans to resolve issues if they arise. c. Conduct "unannounced" monitoring of all modes of service for on-time reliability, in response to complaints or to poor performance indicators on reliability reports. Field monitoring activities shall include: <ul style="list-style-type: none"> i. monitoring Service Provider performance in the field; ii. conducting driver and vehicle inspections, site visits and other monitoring activities; iii. preparing reports used to measure contract and regulatory compliance; iv. Taxi Service Monitor will ensure proper inventory tracking of SFMTA-owned ITE and investigate trip/transaction irregularities.

Task Number	Service-Related Activities	Tasks
6 cont'd		<ul style="list-style-type: none"> d. Use Vision software to monitor the SF Access and Group Van services for late pull-outs, slack time, driver breaks and on-time performance and to predict and displays potential problems so that dispatchers can take steps to proactively correct them (see also Section III: Information Technology). The priority shall be SF Access service, and Group Van shall be a second priority. e. Encourage contracted Service Providers to participate in consumer advisory group meetings. f. Utilize results of monitoring procedures, surveys, and feedback from workgroups to develop and implement action plans to address service quality issues as needed. g. Implement a problem-solving component to the monitoring program and designate a point person to develop long-term solutions to service quality issues as they arise and ensure that problem-solving measures are implemented within agreed-upon milestones.
7	Provide Customer service representatives in the service quality monitoring program to provide telephone and in-person processing of Customer complaints and commendations.	<ul style="list-style-type: none"> a. Implement and maintain a procedure to accept written and verbal complaints; require Service Providers to provide a formal written response to each complaint, to include, as appropriate, a time-limited plan of correction; undertake follow-up punitive or problem-solving actions to each complaint; and provide a written response to all complainants within 14 days. b. Provide training to staff to ensure polite processing of complaints and implementation of effective resolution measures. c. Satisfy all Customer requests for copies of the Paratransit Rider's Guide.
8	Monitor and enforce procedures to ensure Service Providers' contract compliance.	<ul style="list-style-type: none"> a. To ensure optimum paratransit service delivery, Paratransit Broker shall review contract performance of each contractor and shall ensure contractors are meeting performance standards, applying contractual provisions for incentive and disincentives to achieve performance. Recommend that Service Providers use team approach to including drivers, dispatch, and schedulers in earning incentives <ul style="list-style-type: none"> i. SFMTA must review all incentives and disincentives prior to their issuance b. Monitor contract provisions with regards to safety, driver training, driver courtesy, drug and alcohol testing, worker's compensation, vehicle maintenance through field observations, and accident reporting.

Task Number	Service-Related Activities	Tasks
8 cont'd		<ul style="list-style-type: none"> c. Work with Providers to enforce Customer rules to control the level of no-show trips in SF Access and Group Van contracts. d. Contractually require that Providers conduct daily trip check-in electronically through Broker Customer management software. e. Ensure contract compliance, through systematic monitoring and unannounced on-site visits, and require Providers to maintain the following: <ul style="list-style-type: none"> i. DMV printouts (pull notices), Live Scan documentation, CPR and First Aid certifications of training completion for all paratransit drivers; ii. Adherence to Standard Operation Procedures detailed in the Driver Training Protocols; iii. Ensure compliance with vehicle age requirements in service provider contracts; iv. Require van contractors to update vehicle fleet inventory reports, annually and within 48 hours of any fleet changes; v. Perform and maintain vehicle maintenance and pre-trip inspection reports and produce such on request; vi. Timely reporting of incident/accident reports involving paratransit Riders; vii. Demonstrate required insurance coverage and maintain Certification of Insurance, annually and upon renewal; viii. Maintain and provide driver trips sheets for Group Van service; ix. Through contracts, meet required driver training recertifications as required for Defensive Driving, PAT/Sensitivity, First Aid/CPR and any other required trainings every two years or as required to maintain certifications; x. Maintain daily checklist for drivers includes seatbelts, wheelchair loading and securement devices, grab rails and xi. stanchions; xii. As needed meetings conducted with social service agencies receiving paratransit service; xiii. Participation by Providers in the FTA-mandated drug- and alcohol-testing program; xiv. An annual sensitivity training for Provider office staff. f. Conduct quarterly un-announced on-the-street monitoring of Group Van and SF Access services and document with written reports

Task Number	Service-Related Activities	Tasks
8 cont'd		<ul style="list-style-type: none"> g. Conduct an annual review of paratransit driver sensitivity training classes for appropriateness. h. In course of field monitoring or in response to service complaints, Broker staff shall perform visual inspections of overall condition of other non-City-owned provider vehicles, such as lift, safety equipment etc. and compliance with contract standards i. SFMTA staff also reserves the right to inspect any vehicle at any time.
9	Develop a method to coordinate with van and Taxi Providers to monitor and enforce Customer conditional eligibility.	<ul style="list-style-type: none"> a. Educate certified Riders to understand their conditional eligibility status and establish a method for periodically reviewing a Rider's use of service to verify that the Rider's trip patterns reflect the Rider's conditional eligibility status. b. Develop a protocol for enforcement of conditional eligibility for van, and Taxi services. c. Disseminate consumer education of conditional eligibility policies.
10	Implement measures to promote the use of shared rides among Taxi users.	<ul style="list-style-type: none"> a. Working with the PCC and its subcommittees, initiate a marketing campaign through posters and other methods which would promote the benefits of Taxi ride sharing.
11	Monitor and verify Taxi use.	<ul style="list-style-type: none"> a. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of debit cards. b. Analyze trip patterns and follow up with Customer or Taxi company management as necessary to prevent wait trips, trips that have a meter rate that does not correspond with the actual mileage, time on the vehicle, and other potentially fraudulent trips. c. Enforce procedures to control against fraud and misuse of Taxi service.
12	Monitor no-fare and no-show policies on SF Access and Group Van services	<ul style="list-style-type: none"> a. Enforce the no show and no fare policy with the SF Access and Group Van service provider through personal follow up and education of Customers b. Coordinate with service provider to ensure all proper procedures were followed prior to issuing disciplinary actions against Rider c. Enforce and maintain records of the progressive disciplinary actions taken against Riders

Task Number	Service-Related Activities	Tasks
13	Implement a program to facilitate consistent communication and follow through between Service Providers and social service agencies to ensure efficient delivery of services.	<ul style="list-style-type: none"> a. Implement Group Van memoranda of understanding with agencies receiving Group Van service which document the responsibilities of Providers, agencies receiving service and Broker staff. b. Maintain procedures to follow-through on service quality complaints arising from agencies, including coordinating problem-solving meetings and reporting follow-through actions implemented by Broker or Service Providers to complainants. c. Monitor procedures for Group Van trip data collection, verification, review, and reconciliation with agency. d. Identify systemic service level problems and establish new procedures to address these problems.
14	Coordinate and monitor activities among Service Providers, including dissemination of Operations Manual.	<ul style="list-style-type: none"> a. Encourage Service Providers to share information regarding the availability of driver-training sessions to promote shared participation and cost savings. b. Participate in review of 5310 grant applications as requested by PCC Grant Review Committee, and encourage coordination of 5310 vehicles among paratransit Service Providers and within the paratransit program. c. Encourage leasing of social service agency vehicles to Service Providers through facilitation of negotiations between parties and encourage the execution of vehicle lease agreements. d. Encourage van Service Providers to cooperatively provide emergency back-up services for other Service Providers. e. Through SF Paratransit's Emergency Planning process, require Transit Division to provide emergency back-up service to Muni fixed route services, Police, and Fire Departments. f. Through SF Paratransit's Emergency Planning process, require all Service Providers to implement the Paratransit Emergency Plan procedures as stipulated in the Paratransit Emergency Plan. g. Through SF Paratransit service contracting and resultant MOU's, require Group Van drivers to receive on-site agency orientation for special needs populations. h. Encourage smaller Service Providers to coordinate programs such as driver training, back-up service, and emergency preparedness planning. i. Through the SF Paratransit contracting process, require Subcontractors to have provisions in place to provide for back up services for themselves when demand exceeds capacity or when unforeseen circumstances tax existing resources.

Task Number	Service-Related Activities	Tasks
15	Require compliance of subcontracted Service Providers with federal drug- and alcohol-testing requirements. See Appendix D, Section XIV.	<ul style="list-style-type: none"> a. Confirm and monitor implementation of FTA-required drug and alcohol testing program by distributing FTA drug testing regulations to all subcontracted Service Providers, and requiring evidence of subcontracted Service Providers' compliance with FTA drug testing regulations (e.g., including a copy of drug and alcohol policy, copies of contracts with testing labs, copies of annual reports, proof of management and employee training) b. Coordinate program monitoring with SFMTA's Substance Abuse Program.
16	Maintain stair assist program for qualified wheelchair users with a method that contains costs over the long term.	<ul style="list-style-type: none"> a. Ensure that SFMTA-approved screening for eligibility to stair assist program is conducted at the time of the initial registration for those who request stair assist service. b. Enforce policy which limits the conditions under which a two-person stair assist is provided. c. Be willing to explore alternative, cost-effective stair assist procedures (i.e. portable stair glides) to make stairs more accessible to wheelchair users.
17	Interface between Service Providers for the provision of Inter-County Paratransit Service to meet the needs of both San Francisco and visiting Customers	<ul style="list-style-type: none"> a. Where applicable, maintain agreements with BART and/or AC Transit, Golden Gate Transit, and SamTrans and their paratransit providers (as needed) for trip reporting, cost sharing, and invoicing of Inter-County Paratransit Service. b. Monitor expenditure amounts for Inter-County Paratransit Service and report inter-county trip data on a monthly basis. c. Provide inter-county Riders with information regarding scheduling, fare payment, trip-making, transfer operations between different providers, identifying transfer points, emergency back-up trip information, and specific service operations procedures.

Task Number	Service-Related Activities	Tasks
17 cont'd		<ul style="list-style-type: none"> d. Work with regional operators to promote coordination between regional and connecting paratransit operators for transfer trips by: <ul style="list-style-type: none"> i. Educating SF Service Providers on protocols for regional trip provision between regional providers including coordination of hours of operations, methods of service delivery, lines of communication, travel procedures, driver/scheduler/ dispatcher training, recording of trip data, emergency back-up plans, etc.; ii. Reviewing scheduling protocols of inter-county Service Providers to allow waiting time, until arrival of transfer pick-up; iii. Explaining typical requirements of pre-trip confirmation by Rider and/or both Service Providers for a trip transfer; iv. Explaining requirements of post-trip confirmation between Service Providers that transfer/pick-up was completed; v. Requiring that Service Providers attend coordination meetings for regional providers as requested; vi. Review potential regional trip coordination changes with the PCC Executive Committee and with service providers as required; e. Monitor Inter-County Paratransit Service provided by local SF Service Providers and assist inter-county Customers to resolve problems and issues as they arise.
18	Ensure that training for Taxi drivers includes a comprehensive sensitivity training curriculum.	<ul style="list-style-type: none"> a. Work with the SFMTA Taxi Regulatory Division to maintain and update the established Sensitivity Training Course for Taxi Drivers. b. Work with the SFMTA Taxi Regulatory Division to monitor Taxi company compliance with sensitivity training requirement for all Taxi drivers. c. Work with SFMTA to contract for or provide for Passenger Assistance Techniques (PAT) and sensitivity trainers.
19	Implement an agreement for same day Taxi service to supplement SF Access service	<ul style="list-style-type: none"> a. Develop an agreement with at least two Taxi companies to provide on demand, same day back up service to the SF Access service when necessary. b. Require personnel to inform rescheduled clients at least one hour before their scheduled pick up and provide them with the opportunity to decline the Taxi service.

Task Number	Service-Related Activities	Tasks
20	Implement the emergency preparedness protocol, as developed in the Operations Manual, to provide emergency transportation in the event of a natural disaster.	<ul style="list-style-type: none"> a. Broker shall serve as the facilitator and point of contact during an emergency for provision of emergency transportation for persons with disabilities during/after a natural disaster and report to the SFMTA Departmental Operations Center (DOC) as necessary b. Broker shall require of its Service Providers through the procurement and contracting process the development of an emergency response plan and monitor the implementation of each Service Provider's emergency response plan to include: <ul style="list-style-type: none"> i. The contact protocol and liaison, by name, for each entity, including key telephone numbers, cellular phones numbers, two-way radio frequencies and locations of: San Francisco's Department of Emergency Management, Police, Fire, Muni Central Control, SFMTA's DOC, Broker's Office and other Service Providers; ii. Each Service Provider's resources and location, the chain of command within each agency and the responsibilities of management personnel; iii. In cases where the Broker's IT system is not being fully utilized by a Service Provider, the Service Provider shall be required to prepare and submit weekly hard copy print-out of updated Customer list, including address, phone number and mobility aid/disability noted; iv. Where required, contractually dedicated vehicles to emergency evacuation duty; v. Broker shall develop a brochure describing emergency plan for inclusion and publication in Riders' Guide; vi. Updates of the Emergency Plan annually and annual table top exercises to test the Plan.
21	Continue ongoing third party inspection of all SFMTA owned vehicles	<ul style="list-style-type: none"> a. Contract with a SFMTA approved third party firm to conduct quarterly bumper to bumper inspection of at least 10 vehicles selected by the SFMTA including review of maintenance files for those vehicles. <ul style="list-style-type: none"> i. Provide SFMTA staff with all findings from each inspection and plan for corrective actions (if necessary) ii. For each vehicle found with a major deficiency, any deficiencies with the vehicle that SFMTA may select additional vehicles to inspect b. Conduct for SFMTA in-plant inspection of all new SFMTA vehicles, as requested by SFMTA

SECTION IX: TRANSPORTATION SERVICES – BROKER & TRANSIT DIVISION

Task Number	Transportation Service Activities	Tasks
1	Provide all tasks in ensuring the delivery of service for SF Access, Group Van, Shop-a-Round, Van Gogh Shuttle, and Laguna Honda.	<ul style="list-style-type: none"> a. Require that all transportation Services, directly operated and contracted, operate 24 hours per day, seven days per week, including all holidays to meet demand. b. Require that all Services, whether directly operated or contracted, mirror Muni fixed route service in service days, hours and area, including certain portions of northern San Mateo County, Treasure Island, and the Marin Headlands on Sundays and holidays. c. For TD, collect and process all fares associated with providing such transportation and deduct fares collected, except for e-fares and coupons collected. For Group Van Services operated by Subcontractors, calculate fares due from centers and invoice agencies for their corresponding fares and report those to SFMTA each month. For Taxi debit card value payments and SF Access fare coupons sold, accept payments, deposit them to Contractor’s bank and account for all money collected and ensure revenue collected is paid to SFMTA d. Limit all services to those who meet ADA paratransit eligibility criteria, as established under federal regulations and by the Bay Area Partnership Transportation Coordination Committee, or as otherwise specified. <ul style="list-style-type: none"> • Clients for Shop-a-Round, Van Gogh Shuttle, and Department of Aging and Adult Services (DAAS) service must meet program rules, but do not need to meet ADA requirements. e. For SF Access, maintain personnel levels for call center functions, including making available in-person reservation from 7AM to 6PM daily as well as a 24 hour access (or as needed while SF Access is in operation) for “Where’s my Ride” calls. f. All van services must meet ADA requirements and SFMTA goals for the SF Access program (see Appendix F: Incentive/Disincentive Plan).

Task Number	Transportation Service Activities	Tasks
2	For TD, provide and maintain facilities and equipment to assist employees in their duties.	<ul style="list-style-type: none"> a. All facilities must be ADA-accessible and have proper ventilation. b. Facilities and equipment must be able to support call center, dispatching, radio communications, vehicle storage, maintenance, and general office functions. c. Have a modern ACD telephone, with a system with sufficient capacity to handle the anticipated volume of calls; contractor shall use a large or highly visible display of LCD or LED technology to display call center call group activity including calls being handled, agents logged on and calls waiting to be answered. d. Secure SFMTA-owned and Contractor owned vehicles in a fenced and gated storage area when not in service—the 575 Tunnel Avenue facility is approved by SFMTA; no fencing is required at the 290 Industrial Way shop facility. e. Make facilities and equipment available for inspection by SFMTA or its representative at any time. f. Locate facilities within the SFTMA service area unless otherwise agreed to by SFMTA in writing. SFMTA consents to the use of facilities at 575 Tunnel Avenue and 290 Industrial Way in Brisbane, CA. g. Provide field supervisory staff with necessary and suitable technology, for example tablets, to ensure efficient and proper supervision of vehicles with real time information
3	Meet vehicle operations and maintenance standards.	<ul style="list-style-type: none"> a. For TD, follow standards listed in Attachment 1, Vehicle Operations and Maintenance Standards. b. For subcontracted Group Van services, use similar and SFMTA-approved standards for vehicles, operations and maintenance.
4	Meet driver training and operations standards.	<ul style="list-style-type: none"> a. For TD, maintain accurate and detailed records of training, retraining, and refresher training as well as all other qualifications in the driver’s personnel files, which shall be subject to review by SFMTA or its representative on a quarterly basis. b. Follow standards listed in Attachment 2, Driver Standards and Duties. c. For subcontracted Group Van services, require service providers to employ a similar tracking system and require similar training programs and requirements.

Task Number	Transportation Service Activities	Tasks
5	For TD, provide sufficient personnel to meet the Service Standards, including providing adequate on- street supervision to monitor service delivery, drivers and vehicles.	<ol style="list-style-type: none"> a. Submit a proposed staffing plan for SFMTA review and approval. Key positions shall include, but not limited to, the following: <ul style="list-style-type: none"> • General manager • Assistant general manager or operations manager • Maintenance manager • Safety/training manager • Call center supervisor b. Supply a sufficient number of properly qualified personnel to operate vehicles and required services, including extra board drivers. d. Employ a minimum of one road supervisor per 300 trips provided daily. e. Ensure that minimum staffing levels never fall below the position levels defined in the proposed staffing plan (reasonable lapses while positions which become vacant are filled will be permitted). f. Maintain employee records and make them available to SFMTA for review and audit.
6	For TD, ensure training is provided for SF Access call center representatives, including dispatchers and reservationists, include comprehensive sensitivity training curriculum	<ol style="list-style-type: none"> a. Develop and provide SFMTA with a copy of the training curriculum for all SF Access call center representative b. Ensure ongoing training for staff on proper Customer service techniques
7	For TD, monitor Service Standards for vehicle operations.	<ol style="list-style-type: none"> a. Develop and implement a quality assurance program that shall include, but not be limited to, regular field observations by road supervisors and managers, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits. b. In capacity as Broker, oversee the activities in a. above and participate in some of the required review and monitoring. c. Provide SFMTA or its designated representative with access to all scheduling program and records

Task Number	Transportation Service Activities	Tasks
8	As Broker, either maintain and summarize service-related reports or require contracted service operators to maintain all necessary reports	a. See Reporting Requirements, Attachment 3.
9	Require that Subcontractor personnel (through service contracts) and TD drivers and other personnel meet Customer operating standards.	a. See Customer Operating Standards, Attachment D.

APPENDIX A ATTACHMENT 1

VEHICLE OPERATION AND MAINTENANCE STANDARDS

In the provision of services under this Contract, Contractor shall at all time adhere to the following vehicle standards:

1. **ADA Requirements.** Any lift-equipped vehicle supplied for the provision of ADA trips (ADA Vehicle) shall meet all the applicable requirements of the ADA and the regulations promulgated thereto. All ADA Vehicles shall employ side lifts or ramps; no rear loading/unloading mechanisms shall be used. Ramp and lift platforms shall have a clear and usable platform surface with a minimum width of 32 inches measured from between 2 and 30 inches above the platform surface. ADA Vehicles shall contain a securement system to secure wheelchairs and other mobility aids. All wheelchair securement systems shall accommodate forward-facing wheelchairs. In addition, to the extent practical, all non-wheelchair seating (ambulatory seating) shall be forward-facing. The vehicles shall carry adequate securement equipment and materials at all times for all wheelchair or other mobility aid positions in the vehicle. Wheelchair tiedowns shall be in a secure box or bag when not in use and shall be picked up from the floor before loading, unloading the Rider. All other ADA Vehicle requirements shall apply.

2. **Vehicle Capacity, Overall Specifications.** The minimum capacity for each approved vehicle type is as follows:
 - a. **Cutaway** – capacity for at least two forward-facing wheelchair positions and 12 ambulatory or 16 ambulatory Customers when no wheelchair Customers are boarded;
 - b. **High-top van** – capacity for at least three forward-facing wheelchair positions or 12 ambulatory Customers;
 - c. **Ramped Minivan** – capacity for at least two forward-facing wheelchair positions and one ambulatory or three ambulatory Customers when no wheelchair Riders are boarded.
 - d. **SFMTA Approval of Vehicle Specifications.** All vehicle sizes and types are subject to the prior approval of SFMTA, which shall take into consideration such matters as overall vehicle size, interior seating area, passenger comfort, adequacy of trunk space for storage of mobility aids, lift size and overhead clearances.

3. **Required Vehicle Components/Accessories/Specifications**
 - a. **Boarding Chair in Lift Vans.** Contractor shall have available a functioning boarding chair (standard collapsible wheelchair without footrests), for use by Customers who request one when making a reservation.
 - b. **HVAC.** Each vehicle shall have air conditioning and heating systems adequate for the climatic conditions of the area and maintained in good working order. All vehicles must be equipped with operable windows that can open to provide fresh air. The

Transit Division shall not modify or repair emergency exit windows in any manner that may interfere with their safe operation.

- c. **Fire Extinguishers, First Aid Kits.** Each vehicle shall be equipped with a fully charged certified and non-expired fire extinguisher of the proper type for the vehicle and a 15-count first aid kit, both of which shall be stored in a safe location
 - d. **Speedometer.** Each vehicle shall have a functioning speedometer, properly calibrated, indicating speed in miles per hour, and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.
 - e. **Spare Tire.** Each vehicle shall carry a spare tire, jack, and lug wrench.
 - f. **Hubcaps.** Each vehicle under 5000 lbs. Gross Vehicle Weight shall be equipped with hubcaps or wheel covers on all exposed wheels.
 - g. **Mirrors.** Each vehicle shall have an interior rear-view mirror and side-view mirrors mounted on both sides of the vehicle and shall have unobstructed vision on all sides.
 - h. **Interior Lighting.** Each vehicle shall have sufficient functioning interior lights within the interior compartment.
 - i. **Exterior Lighting.** Each vehicle shall have exterior lighting, particularly at the passenger entrance(s) and the lift that is adequate to illuminate the ground within six feet of the vehicle.
 - j. **Doors.** Each vehicle shall have mechanisms that ensure that all access doors are capable of being opened from the inside and remain closed and secure during travel.
 - k. **Horn, Flashers.** Each vehicle shall have a horn and all standard equipment safety features (e.g., hazard flashers).
 - l. **Radio System.** Each vehicle shall be equipped with an operable two-way mobile radio or alternate communication system approved by SFMTA; beepers and pagers will not be accepted in lieu of the radio system. A combination two-way radio/cellular phone device will meet the requirements of this clause. The driver shall not use any cell phone for personal calls or while operating the vehicle.
 - m. **Warning Triangles.** Each vehicle shall carry warning triangles.
 - n. **MDC System.** All SFMTA-owned vehicles are outfitted with MDC's. Any provider supplied vehicles shall also have MDC's compatible with the current system. **Colors, Lettering, Vehicle ID.** Each in-service vehicle, including lettering and striping on the vehicle, shall be painted in color(s), to be approved by the SFMTA. Contractor shall place its name prominently on both sides of the vehicle body (exclusive of the vehicle front doors) in approved typeface, and at least five inches high. Using a smaller contrasting size, Contractor shall place its phone number under its company name. In addition, Contractor shall assign an identification number to each vehicle and require that it be displayed in numerals four inches high on the front, back and sides of the vehicle, in an area approved by SFMTA.
 - o. **Drive Cam.** Each vehicle shall have a Drive Cam or equivalent system (with approval from SFMTA) that automatically captures interior and exterior video during any operational irregularities that may occur
4. **Maintenance Standards.**
- a. **General.** The Transit Division shall maintain all vehicles and components in good overall operating condition.
 - b. **Manufacturer's Instructions.** Each vehicle, including lifts and other accessories,

shall be maintained in accordance with the vehicle manufacturer's instructions, including the recommended service intervals for such vehicles when used under rugged duty conditions.

- c. **Records.** The Transit Division shall keep complete vehicle maintenance records for each vehicle. Such records shall be available for inspection by SFMTA or its representative during business hours. Contractor shall prepare and submit to SFMTA such vehicle maintenance reports as SFMTA may require.
- d. **Exteriors.** The Transit Division shall wash vehicle exteriors at least once per week in all seasons.
- e. **Interiors.** The Transit Division shall sweep and clean vehicle interiors each day and thoroughly clean (scrub) them weekly. The Transit Division shall use interior cleaning agents that are fragrance-free and not offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles.
- f. **Graffiti.** The Transit Division shall remove graffiti as quickly as feasible.

5. **Condition of Vehicles.**

- a. **Life of Vehicles.** Except for 5310 or other federally funded vehicles or vehicles supplied by the SFMTA, no vehicle shall be more than five model years old. The model year shall be deemed to change on September 1 of each year.
- b. **Weather-tight.** Each vehicle shall be weather-tight and free of leaks.
- c. **Exterior Damage.** All vehicles shall have exteriors free of broken mirrors, broken windows, excessive grime, rust, chipped paint or major dents or body damage. Contractor shall initiate minor body damage repairs within 72 hours, and shall remove from service vehicles with major body damage until the damage is completely repaired. If in conforming to this standard, the Transit Division demonstrates that it would not be able to meet pullout or adhere to service schedules, Contractor may seek a temporary exemption from SFMTA, which may not be unreasonably withheld.
- d. **Interior Damage.** Passenger compartments shall be free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges.
- e. **Condition Prior to Service.**
 - i. The Transit Division shall ensure that all safety and securement components are tested by the driver or maintenance personnel daily prior to engaging vehicle in service, defects are noted, and that all defects identified are corrected in accordance with manufacturer's specifications prior to vehicle being placed in service.
 - ii. The Transit Division shall ensure that all windows of vehicles stored outside are cleared of frost prior to operation. The Transit Division shall clear any accumulation of garbage, dirt, mud or grime from the vehicle exterior, steps, and running boards prior to service.

6. **Vehicle Operation Standards.**

- a. **Interior Temperature.** The interior temperature of the vehicle shall be maintained at a comfortable level.

- b. **Seat Belts.** Drivers and Riders must wear seat belts at all times the vehicle is in operation subject to compliance with ADA requirements.
- c. **Advertising Material.** No advertising material shall be placed or posted inside the vehicle or passed out to Customers by the driver. No advertising material shall be affixed to the outside of the vehicle unless required by SFMTA. SFMTA may direct Contractor to post or distribute material relating to the operation of the program in the vehicle.
- d. **No Smoking, Eating, Drinking.** Drivers and Riders shall not be allowed to smoke, eat or drink in the vehicle. The Transit Division shall post a sign prominently inside the vehicle advising Riders of this prohibition.
- e. **Electronic Devices.** Neither drivers nor Riders shall be allowed to play loud music in the vehicle. Riders may use personal radios, cell phones, CD players and other personal electronic entertainment devices if they use headphones and do not disturb other Customers.
- f. **Tickets, Citations.** Fines incurred while the vehicle is in service for the SF Paratransit program shall be reviewed by Contractor management staff. Citations that are found to be within the control of the driver, such as parking in a red zone and tow away zone, shall be paid by the Contractor without recourse to SFMTA. For all other citations beyond the control of the Contractor, SFMTA shall assist to the Contractor to contest citations, with proper documentation provided by the Contractor and if necessary to be paid, paid by Contractor with recourse to SFMTA.

7. **Inspections.**

- a. **State Inspections.** Where applicable, each vehicle must pass and display a current state vehicle inspection and shall at all times be in accordance with all California Highway Patrol inspection and maintenance requirements.
- b. **SFMTA Inspections.** SFMTA or its representative may inspect any or all vehicles at any time. A vehicle is subject to immediate removal from service if deemed, in SFMTA's sole discretion, to be unsafe or otherwise in violation of these standards.

**APPENDIX A
ATTACHMENT 2**

DRIVER STANDARDS AND DUTIES

The Transit Division shall be responsible for using appropriate driver screening and selection criteria when employing drivers. Such criteria will include a Department of Motor Vehicles (DMV) license check and physical examination sufficient to meet applicable requirements. The Transit Division shall also comply with the DMV Pull Notice Program.

The Transit Division shall ensure that all drivers assigned to service under the Agreement comply with the following standards of eligibility and performance. These standards apply to all persons who provide transportation services under this Agreement (i.e., operate a vehicle in revenue service for SF Paratransit or otherwise transport a SF Paratransit Rider in connection with an SF Paratransit contract, regardless of actual job title or description).

1. **Qualifications; Licensing.** Each driver hired must have been a licensed driver for a minimum of three years, effectively speak and understand English, and be at least 19 years old. Each driver shall possess a valid California driver's license for the class of vehicle operated and shall be trained in the proper operation of the vehicle and its accessories. In addition, each driver shall possess any locally required licenses and/or permits required for operation of the class and type of vehicle. The Transit Division shall retain a copy of all licenses/permits in the driver's personnel file.
2. **Moving Violations.** No driver shall provide transportation services under this Agreement if he/she has had two or more moving traffic violations within the previous 12 months.
3. **Alcohol/Controlled Substance Conviction.** No driver shall provide transportation services under this Agreement if he/she has a conviction during the past seven years for operation of a motor vehicle while under the influence of alcohol or controlled substances.
4. **License Suspension.** No individual whose license has been suspended shall provide services under this Agreement unless two years have elapsed since the end of said suspension and the driver has had no moving traffic violations during those two years.
5. **Driver Identification.** While on duty, every driver shall wear a nametag with his/her name and badge number clearly visible at all times and in the form approved by the SFMTA. The Transit Division shall collect nametags from drivers who separate from the program.
6. **Dress.** Each driver shall wear an approved uniform to be purchased and maintained by the Transit Division. Uniforms shall be kept clean and neat at all times. Driver uniforms will be approved by SFMTA. While performing work under this Contract, drivers may wear no other street clothes, including team sport fashions.

7. **Fragrances.** Drivers shall refrain from wearing fragrances and scented personal toiletry products.
8. **Grooming.** Drivers shall at all times maintain proper grooming and personal hygiene.
9. **Rider Identification.** Drivers shall confirm Rider's identification cards and verify that it matches the manifest supplied by the Transit Division before transporting the Rider.
10. **Data Collection.** Drivers shall perform all functions necessary for collecting data thru the MDC system, and shall also collect manually any data required such as Customer signature, to be used in monitoring service, tracking trips, and preparing reports.
11. **Fare Collection.** Drivers shall collect and safeguard all fares in accordance with the Agreement.
12. **Gratuities.** Drivers shall not solicit or accept gratuities or any other money or favors from Riders except for the fares they are directed to collect.
13. **Training.** Contractor shall supply SFMTA with a listing of drivers together with the date of hire and the most recent defensive driving course completed by driver. This list shall be updated at least quarterly. All training curricula shall be subject to SFMTA approval. The Transit Division shall retain records of training in the driver's personnel file and provide SFMTA with training records, as requested.
 - a. Drivers shall attend required training sessions in defensive and safe driving, and an approved Passenger Assistance and Safety (PAAS) training course.
 - b. All drivers shall complete sensitivity and disability awareness training, either as part of the standard PAAS or as a separate module, as well as training regarding operation procedures, local geography, and substance abuse.
 - c. All drivers shall be trained in First-Aid/CPR.
 - d. All drivers shall be trained in and adhere to "hand-to-hand" Rider policy and procedures for applicable Riders.
 - e. All drivers must comply with State of California training requirements for elder and dependent-adult abuse reporting.
 - f. All drivers shall participate in a minimum of 12 hours of refresher training every year. And any training at the appropriate time if required, to maintain required training certifications or if required by SFMTA.
 - g. Any driver charged with a preventable accident in the course of his/her duties shall be given appropriate retraining before being permitted to resume driving duties.

14. Before hiring or assigning a driver to service for the Transit Division, the Transit Division shall conduct or have conducted a criminal background check using California Department of Justice "Live Scan" or equivalent background check program (with approval from SFMTA), to the maximum extent permitted by state law. The Transit Division shall review each applicant background check. Those applicants having felony or misdemeanor convictions for any of the following crimes shall be reviewed by the Transdev for suitability for employment on a case-by-case basis, giving consideration to the date and nature of the conviction, the age of the individual at the time of conviction, and the relationship of the crime to the duties of the applied for position.:
- a. Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation and prohibited sexual acts,
 - b. Crimes involving violent or assaultive behavior including, but not limited to, murder, manslaughter, rape, robbery, assault, battery, elder abuse, kidnapping, mayhem, false imprisonment, extortion, carrying or use of a deadly weapon, and similar offenses, and,
 - c. Crimes involving the operation of a motor vehicle while under the influence of alcohol or controlled substances within the last three years.

As used in this section, "convicted" includes a guilty verdict, a determination of guilt after trial by a judge or jury, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest. Contractor, to the best of its knowledge, shall notify SFMTA of any such charges brought after a driver is employed.

APPENDIX A ATTACHMENT 3

REPORTING REQUIREMENTS

Contractor shall record and report the following types of provider information. SFMTA reserves the right to request additional reporting during the term of the Agreement.

Immediate Notification – by phone and email within 24 hours of incident

- FTA/National Transit Database (NTD) Reportable Incidents ((as defined by the NTD program in Form S&S-40:
[http://www.ntdprogram.gov/ntdprogram/pubs/safetyRM/2010/html/2010_Reportable_Incident_Report_form_\(S&S-40\).htm](http://www.ntdprogram.gov/ntdprogram/pubs/safetyRM/2010/html/2010_Reportable_Incident_Report_form_(S&S-40).htm)

Weekly Information

- Total weekday passenger trips (ambulatory, wheelchair)
- Total Saturday passenger trips (ambulatory, wheelchair)
- Total Sunday passenger trips (ambulatory, wheelchair)
- Total cancellations
- Total late cancellations (within 2 hours of trip pick up time)
- Total no-shows
- Total missed trips
- Total fares collected (with Customer fares and companion fares separately indicated)
- Total non-fare passengers (attendants)

Monthly Information

Service Statistics:

- Passenger summary data by type (wheelchair, ambulatory)
- Passenger summary data by mode (SF Access wheelchair (itemizing stair-assist trips separately) and ambulatory, Group Van, DAAS, Shop-a-Round, Van Gogh Shuttle, and Laguna Honda shuttle)
- Number of companions and attendants transported (broken down per mode; include SF Access ambulatory and wheelchair as separate categories)
- Total service miles/hours
- Number of no-shows
- Number of late cancellations
- Number of cancellations
- Number of trip denials, if any
- On-time performance statistics for SF Access and Group Van
- Number of missed trips (trips over one hour late or not performed at all)
- Number of total accidents (itemizing separately those that meet the FTA/NTD Reportable Incident criteria; passenger accidents, passenger incidents, and other accidents not included in the above)

- Summary of service complaints by category
- Summary of complaints and their resolution

Vehicle Operations and Maintenance Statistics:

- Vehicle revenue miles/hours
- Fuel data (gallons purchased, used, average price per gallon)
- Summary of wheelchair lift problems/availability of working lifts/corrective actions
- Weekday vehicle miles (revenue, deadhead, total)
- Saturday vehicle miles (revenue, deadhead, total)
- Sunday vehicle miles (revenue, deadhead, total)
- Updated fleet listing; changes in number of vehicles available
- Vehicle maintenance summary (light, heavy and body damage repair, as well as vehicle defect reports)
- Preventative maintenance schedule

Telephone Statistics:

- Number of incoming phone calls by group (reservations, Customer service, Where's my Ride, Group Van)
- Number of abandoned calls
- Average number of available phone agents by hour, by day, by Automated Call Distribution (ACD) system group
- Average hold times
- Average speed of answer by ACD system group
- Number of road calls

Employee Reports:

- Driver Training and employee compliance spreadsheet (tracks all training modules, first aid training, class B licensing, security background checks, drug testing, DMV pull notices, etc.)
- Daily schedule for all road supervisors
- Road supervisor report summary detailing the name of the road supervisor, dates, findings, and resolution of problems
- Number of FTE in each job position

APPENDIX A ATTACHMENT 4

CUSTOMER OPERATING STANDARDS

The Transit Division shall at all times render safe, courteous transportation services in accordance with the following performance standards and procedures. Standards apply to each service, unless otherwise specified:

1. **General.** The Transit Division shall use the highest degree of care in serving Customers, including while assisting Riders and operating equipment.
2. **Eligible Riders; Use of Vehicles.** The Transit Division shall only provide services for those eligible Riders listed on the manifest or for services authorized or required directly by SFMTA. The Transit Division shall ensure that no unauthorized Riders are transported while engaged in providing SF Paratransit services without SFMTA's express permission. The use of any vehicle, whether or not leased from or supplied by SFMTA, for any purpose other than for transporting Riders or performing services under the SF Paratransit program is prohibited.
3. **Door-to-Door Service.** The Transit Division shall provide door-to-door service for paratransit Riders in accordance with the following guidance. Drivers shall offer assistance to Riders getting into and out of the vehicle. Drivers must offer ambulatory Riders a steadying arm to assist them in walking. Each driver, upon request, must assist Riders from or to the entrance of any dwelling or building. If there is a risk of the driver losing sight of his/her occupied vehicle and no attendant is onboard, the driver may not provide assistance beyond the entrance to the building at either the place of origin or destination. Safety permitting, drivers may assist a person in a manual wheelchair with one or two steps or a curb in the event there is no curb ramp.

In addition, when requested, drivers must assist Riders by carrying up to two bags or parcels between the vehicle and the entrance to the building at the place of origin or destination. As a guideline, bags/parcels may weigh up to 25 pounds total.

4. **Shared Rides.** The Transit Division shall provide shared-rides whenever possible. Each Group Van trip shall consist of no less than seven scheduled eligible Riders, not including escorts or attendants, unless approved by SFMTA staff.
5. **Wheelchairs.** The Transit Division shall employ a wheelchair-accessible vehicle for Riders in wheelchairs or other ADA-compliant mobility devices who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a

vehicle is prohibited, except that a Rider who can transfer without any assistance may do so at his/her prerogative. The driver shall either ride up on the lift (sometimes done for ambulatory and manual wheelchair Riders who need extra steadying), or stand next to the lift (usually done for power chair Riders). Before raising the lift the driver shall apply brakes on wheelchairs, disengage electric motors from power wheelchairs when warranted. They also shall apply the Posey belt if requested by the Rider or attendant. After boarding driver must ensure that each wheelchair is properly secured in accordance with established standards (usually via a four-point tie down system)

6. **On-Time Performance.** On-time performance is the measure of a vehicle's actual arrival at a reservation pick-up location as promised. Passengers consistently rank on-time service as the single most important aspect of service quality. SFMTA thus expects the Transit Division to schedule and operate its vehicles to achieve a level of on-time performance of 90 percent or better.
 - a. For SF Access Service, Riders shall be picked up from 5 minutes before the promised pick-up time to 15 minutes after the promised pick-up time under normal operating conditions. Vehicle arrivals within this 20-minute "window" are considered "on-time." The term "normal operating conditions" means those operating conditions, including weather and traffic patterns for the time of year and time of day, normally encountered and reasonably expected. Repeated failure to comply with this standard without reasonable cause shall be grounds for termination of the Contract. "Promised" time shall be the time negotiated by The Transit Division with the Rider in accordance with the ADA standards for trip time negotiation, which time shall be conveyed to the Rider at the time of the reservation (and shall be unaffected by any schedule optimizing later in the day). Once agreed to, the promised time may not be changed without agreement by and notification to the Rider prior to the originally scheduled promised time. At all times, the Transit Division shall be mindful of the drop off or appointment time if the Rider has provided that to the Transit Division.
 1. On-time performance for SFMTA's and Department of Aging and Adult Services' (DAAS) Group Van programs is the SF Access 20-minute window for the pickup at the Rider's residence. For tracking and reporting purposes, on time for the arrival time at the center shall be no earlier than 30 min prior to the agreed upon arrival time up to the agreed upon time.
 2. Monitoring of on-time performance will occur through a combination of methods, including, but not limited to, random field checks conducted by SFMTA, complete and accurate reporting by drivers, random Customer surveys, observations reported by social service agency staff, and formal complaints filed by Riders.
7. **Ride Time.** The Transit Division shall cooperate with Customers, service agencies, and SFMTA in every effort to minimize ride time on board the vehicle. Ride time is the period of time a passenger spends onboard the vehicle, measured as the elapsed time

between pick-up and drop-off. SF Access one-way trips should take the same or similar amount of time as the same or similar trip would take on the regular SFMTA bus, including travel time for transfers. The Transit Division may use the 511.org website to obtain the expected ride time for a particular trip. Group Van service trip ride time should not exceed 90 minutes, although the Transit Division should endeavor to limit ride times for all Riders to less than 60 minutes. For trips to or from any Adult Day Health Care program, ride times should not exceed 60 minutes. The Transit Division is expected to work with the Broker administrative staff and Group Van agency to strategize how to reduce excessive ride time.

8. **Passenger Problems/Refusal to Transport Passengers.** The Transit Division shall inform SFMTA through the Broker promptly of any difficulties experienced in transporting a Rider, whether related to safety, behavior, or other reason. The Transit Division shall never take unauthorized disciplinary action against any Rider. SFMTA through the Broker shall notify the Transit Division of any actions to take after review of the report. The Transit Division may refuse to transport any person or persons who are a threat to the health, safety, or welfare of the Transit Division's employees or other passengers due to the Passenger's violent, seriously disruptive or illegal conduct. The Transit Division shall consult with SFMTA through the Broker prior to any refusal of service to any consumer or in the case of an emergency, immediately after the refusal as is practical.
9. **No-Shows.** All SF Paratransit Program Customers are responsible for being at the designated pick-up location, ready to travel, at their promised pick-up time. Riders shall be allowed five minutes to either board the vehicle or to notify the driver that he/she has begun moving to board the vehicle-- measured from the later of the time the vehicle was promised to arrive at the pick-up address, or actually arrived **and** the driver notifies the Rider of the vehicle's arrival. Driver must allow for sufficient dwell time to accommodate any disability of a Rider that requires additional time for the Rider to complete the boarding process. If the Rider is not visible to the driver, the driver must first make a reasonable attempt to contact the Rider, and must obtain dispatcher approval before moving on.

A dispatcher may not approve a driver to "no-show" a Rider and move on until the dispatcher has, together with the driver, reviewed the steps taken to locate the Rider. Examples of these steps include telephone communication with the Rider (or attempts), checking the residence or building entrance, verifying the address, speaking with a security guard or lobby attendant. A driver shall not no-show a Rider unless a "door-hanger" is left at the pickup location, informing the Rider of the no-show. Under no circumstances may drivers register a Rider as a no-show if the driver arrived early unless the driver has waited for the promised pick-up time to pass.

Riders not present to board the vehicle by the promised pick-up time are considered to be

“no-shows,” provided that the vehicle is on time. If the vehicle arrives so late that the Rider cancels because he/she cannot get to an appointment on time, or the Rider makes other arrangements for a ride, the Rider will not be counted as a no-show. The Transit Division shall ensure that during the trip check-in process, each active trip record is properly coded as completed, cancelled or no-showed and if completed, proper fare was collected.

10. **Missed Trips.** The Transit Division shall complete a minimum of 100 percent of all trips reserved and scheduled. A missed trip is a trip performed 60 minutes or more late, or not performed at all. A trip will not be considered “missed” in cases where the Rider was ready and available to travel within the 20-minute on-time window, but the vehicle was not present during that window of time; and when the vehicle finally arrived, the Rider could not be located. In this instance, the vehicle will be considered “very late.”

11. **Reservations.** Staff shall be available from 7AM to 6PM every day, including holidays and weekends, to accept reservations. Reservations can be made up to seven days in advance and must be received by 6PM the day before the requested trip. Reservations may be negotiate a pick up time one hour before to one hour after the requested pick up time. Upon completion of scheduling the reservation, reservationists shall repeat the scheduled pick up time, pick up and drop off location.

12. **Trip Info (IVR Calls).** Broker and Transit Division Staff shall ensure that the Trip Info calls are delivered when requested by the Rider during reservations. At least two types of Trip Info calls shall be available for SF Access Riders:
 - a. **Trip Reminder:** Calls are made the evening before the scheduled trip between the hours of 6:00 pm and 9:00 pm.
 - b. **Van Arrival Update:** Calls are always made 10 minutes before the Rider’s promised pick-up time on the day of their trip.

In addition, all group van Riders designated as “ATR” may receive a Van Arrival Update call at their residence prior to drop off, to alert care giver to their arrival.

APPENDIX B
CALCULATION OF CHARGES

BUDGET SUMMARY: FY 2017 – FY 2021

Broker

Description	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Broker Reimbursable Expenses					
Personnel	1,869,786	1,917,441	1,970,371	2,024,187	2,077,439
Contracted Services	246,593	272,146	257,818	258,648	244,616
Direct Costs	1,363,241	1,392,877	1,360,854	1,387,277	1,490,022
Subtotal Broker Reimbursable Expenses	3,479,620	3,582,465	3,589,043	3,670,111	3,812,077
Broker G&A	155,898	160,770	160,823	164,597	171,412
Broker Management Fee	173,637	178,770	179,090	183,135	190,223
Total Broker	3,809,156	3,922,005	3,928,957	4,017,843	4,173,712
Five-Year Broker Total	\$19,851,673				
Broker Service Provider Costs					
Approx. 75% of Group Van, Taxi, Intercounty, DAAS	7,200,264	7,416,272	7,638,760	7,867,923	8,103,961
Subtotal Broker Service Provider Costs	7,200,264	7,416,272	7,638,760	7,867,923	8,103,961
Other Broker Costs (not subject to G&A and Management Fee)					
Peer Escort Program	55,000	55,000	55,000	55,000	55,000
Paratransit Plus	36,000	72,000	72,000	72,000	72,000
Capital Purchase (Trapeze Pass-Web)	200,000	0	0	0	0
Subtotal Other Broker Costs	291,000	127,000	127,000	127,000	127,000
Total Broker Service Providers & Other Broker Costs	7,491,264	7,543,272	7,765,760	7,994,923	8,230,961
Five-Year Total Broker Service Provider & Other Broker Costs	\$39,026,180				

Transit Division (TD) (SF Access, approx. 25% of Group Van, Shop-a-Round, Van Gogh)

Description	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Transit Division (TD) Reimbursable Expenses					
Personnel	10,604,977	11,085,073	11,565,158	12,196,294	12,541,961
Contracted Services	336,990	374,166	413,188	441,066	426,110
Direct Costs	2,514,078	2,681,298	3,132,029	3,122,752	3,229,150
Subtotal TD Reimbursable Expenses	13,456,045	14,140,537	15,110,375	15,760,111	16,197,221
TD G&A	672,802	707,027	755,519	788,006	809,861
TD Management Fee	336,401	353,513	377,759	394,003	404,931
Total Transit Division	14,465,248	15,201,078	16,243,653	16,942,120	17,412,013
Five-Year Transit Division Total	\$80,264,112				

Grand Totals

Description	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Grand Total without Demand Increase	25,765,668	26,666,355	27,938,370	28,954,886	29,816,685
Five-Year Grand Total without Demand Increase	\$139,141,965				
Grand Total with Demand Increase¹	25,765,668	27,005,615	28,660,216	30,088,168	31,382,436
Five-Year Grand Total with Demand Increase¹	\$142,902,104				

Notes:

(1) To reflect anticipated 1.5% annual demand increase, includes 1.5 % annual increase in Total TD and 1.5% annual increase in Broker Service Provider Costs in Budget Years 2 - 5.

BUDGET SUMMARY: OPTION YEARS (FY 2022 – FY 2026)

Broker

Description	FY 21/22*	FY 22/23*	FY 23/24*	FY 24/25*	FY 25/26*
Broker Reimbursable Expenses					
Personnel	2,140,969	2,206,903	2,275,359	2,346,467	2,420,365
Contracted Services	270,732	256,997	283,432	270,003	296,755
Direct Costs	1,505,789	1,538,640	1,533,657	1,636,354	1,611,589
Subtotal Broker Reimbursable Expenses	3,917,490	4,002,539	4,092,448	4,252,824	4,328,710
Broker G&A	176,395	180,355	184,554	192,272	195,760
Broker Management Fee	195,484	199,727	204,213	212,221	216,005
Total Broker	4,289,369	4,382,622	4,481,214	4,657,317	4,740,475
Five-Year Broker Total	\$22,550,996				
Broker Service Provider Costs					
Approx. 75% of Group Van, Taxi, Intercounty, DAAS	8,347,080	8,597,492	8,855,417	9,121,079	9,394,712
Subtotal Broker Service Provider Costs	8,347,080	8,597,492	8,855,417	9,121,079	9,394,712
Other Broker Costs (not subject to G&A and Management Fee)					
Peer Escort Program	55,000	55,000	55,000	55,000	55,000
Paratransit Plus	72,000	72,000	72,000	72,000	72,000
Capital Purchase (Trapeze Pass-Web)	0	0	0	0	0
Subtotal Other Broker Costs	127,000	127,000	127,000	127,000	127,000
Total Broker Service Providers & Other Broker Costs	8,474,080	8,724,492	8,982,417	9,248,079	9,521,712
Five-Year Total Broker Service Provider & Other Broker Costs	\$44,950,779				

Transit Division (TD) (SF Access, approx. 25% of Group Van, Shop-a-Round, Van Gogh)

Description	FY 21/22*	FY 22/23*	FY 23/24*	FY 24/25*	FY 25/26*
Transit Division (TD) Reimbursable Expenses					
Personnel	12,908,919	13,280,040	13,650,414	14,029,634	14,420,410
Contracted Services	446,573	461,584	456,674	456,643	403,783
Direct Costs	3,240,987	3,368,765	3,440,489	3,441,795	3,495,443
Subtotal TD Reimbursable Expenses	16,596,479	17,110,388	17,547,576	17,928,072	18,319,636
TD G&A	829,824	855,519	877,379	896,404	915,982
TD Management Fee	414,912	427,760	438,689	448,202	457,991
Total Transit Division	17,841,215	18,393,668	18,863,644	19,272,677	19,693,609
Five-Year Transit Division Total	\$94,064,813				

Grand Totals

Description	FY 21/22*	FY 22/23*	FY 23/24*	FY 24/25*	FY 25/26*
Grand Total without Demand Increase	30,604,663	31,500,781	32,327,275	33,178,073	33,955,796
Five-Year Grand Total without Demand Increase	\$161,566,588				
Grand Total with Demand Increase¹	32,170,414	33,066,532	33,893,026	34,743,824	35,521,546
Five-Year Grand Total with Demand Increase¹	\$169,395,342				

Notes:

(1) Cost of anticipated demand increases in Years 1-5 carried are over into Years 6-10, but there are no additional anticipated annual demand increases in Years 6-10.

* Option years that may be exercised by SFMTA

BROKER: FY 2017 – FY 2021

Description	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
PERSONNEL					
Labor	1,296,445	1,328,856	1,362,077	1,396,129	1,431,032
Fringe	573,342	588,586	608,294	628,058	646,406
<i>Fringe Percentage</i>	<i>44.2%</i>	<i>44.3%</i>	<i>44.7%</i>	<i>45.0%</i>	<i>45.2%</i>
SUBTOTAL - PERSONNEL	1,869,786	1,917,441	1,970,371	2,024,187	2,077,439
CONTRACTED SERVICES					
Professional/Consultant	187,690	211,768	195,931	195,212	179,589
Janitorial	58,903	60,379	61,887	63,436	65,027
SUBTOTAL - CONTRACTED SERVICES	246,593	272,147	257,818	258,648	244,616
DIRECT COSTS					
Utilities	16,110	16,513	16,926	17,349	17,782
Telecommunications	75,190	77,070	79,000	80,980	83,010
Rent	462,260	475,877	489,893	504,331	519,199
Other Incidental Direct Costs	28,633	29,125	29,612	30,128	30,653
Printing	35,550	36,440	37,360	38,290	39,240
Supplies	27,815	28,508	29,221	29,954	30,708
Shipping/Mailing	39,140	40,120	41,120	42,150	43,200
Security Services	5,210	5,340	5,470	5,610	5,750
Travel	13,030	13,356	13,692	14,039	14,387
Insurance	7,400	7,770	8,158	8,566	8,895
Computer Supplies/Maint./Hosting	153,110	168,439	170,599	181,700	184,840
SF Gross Receipts & SF Payroll Tax	30,000	30,750	31,520	32,310	33,120
CabConnect	361,650	367,070	372,580	378,170	383,840
Mobility Management Direct Costs	58,000	95,000	20,000	20,600	21,218
Projected Equipment Purchases	50,143	1,500	15,703	3,100	74,180
SUBTOTAL - DIRECT COSTS	1,363,241	1,392,877	1,360,854	1,387,277	1,490,022
TOTAL BROKER REIMBURSABLE EXPENSES	3,479,620	3,582,465	3,589,044	3,670,112	3,812,077
Broker G & A ¹	155,898	160,770	160,823	164,597	171,412
Broker Admin Management Fee	173,637	178,770	179,090	183,135	190,223
TOTAL BROKER	3,809,155	3,922,005	3,928,957	4,017,844	4,173,712

Notes:

(1) Broker G&A is calculated as 5% of Broker Reimbursable Expenses excluding Cabconnect costs. The Broker G&A rate will be subject to audit at the end of each fiscal year by SFMTA.

TRANSIT DIVISION (TD): FY 2017 – FY 2021

Description	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
PERSONNEL					
Labor	7,832,378	8,139,658	8,443,314	8,858,084	9,086,040
Fringe					
<i>Fringe billed within payroll</i>					
Payroll Taxes					
FICA	634,925	662,437	690,673	729,386	748,359
SUTA	85,328	85,793	86,258	86,723	86,723
FUTA	10,276	10,332	10,388	10,444	10,444
401K/Retirement	67,337	76,178	78,131	80,140	81,876
Vacation & Other PTO	527,301	579,648	645,085	736,378	756,434
Health Insurance	485,640	520,686	550,044	579,514	602,892
Employee Incentives	31,760	32,554	33,368	34,202	35,057
Mechanic Tool Allowance	2,380	2,380	2,380	2,380	2,380
Mechanic ASE Incentive ¹	2,740	2,830	2,930	3,040	3,140
<i>Fringe billed separately from payroll</i>					
STD & LTD	2,504	2,504	2,504	2,504	2,504
HCSO ORDINANCE PAYMENTS	391,525	411,101	431,656	453,239	475,901
Dental Insurance	16,577	16,992	17,331	17,678	17,855
Vision Insurance	2,952	3,026	3,086	3,117	3,148
Life Insurance	5,118	5,118	5,118	5,118	5,118
Employee Assistance Program	1,662	1,662	1,662	1,662	1,662
Workers Comp. Insurance	504,576	532,175	561,231	592,686	622,429
Subtotal Fringe	2,772,600	2,945,415	3,121,844	3,338,210	3,455,921
SUBTOTAL - PERSONNEL	10,604,978	11,085,073	11,565,158	12,196,294	12,541,961
CONTRACTED SERVICES					
Operator Uniforms	21,610	23,210	23,850	24,800	25,420
Third Party Admin. of Drug & Alcohol Testing	6,468	6,705	6,903	7,150	7,328
Physicals	6,820	7,066	7,272	7,529	7,716
DriveCam Review	34,608	35,473	36,360	37,269	38,201
Mechanic Uniforms	5,504	5,642	5,783	5,927	6,075
Out-of-shop Repairs	34,750	35,630	36,520	37,440	38,370
Major Component Rebuilds	5,650	34,550	66,210	86,150	63,570
Towing	16,750	17,170	17,600	18,040	18,490
Contracted Vehicle Cleaning	46,260	47,430	48,620	49,840	51,090
Shop & Garage Equipment Repair	3,560	3,650	3,740	3,830	3,930
Environmental Expenses	1,880	1,930	1,980	2,030	2,080
Payroll Processing	19,130	19,610	20,100	20,600	21,120
IT Consulting	84,000	86,100	88,250	90,460	92,720
Legal Fees	50,000	50,000	50,000	50,000	50,000
SUBTOTAL - CONTRACTED SERVICES	336,990	374,166	413,188	441,066	426,110

TRANSIT DIVISION (TD): FY 2017 – FY 2021 (continued)

Description	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
DIRECT COSTS					
Safety & Training Supplies	7,500	7,500	7,688	7,880	8,077
Fuel	1,155,520	1,144,670	1,137,330	1,137,842	1,138,094
GM & Shop Truck Fuel	6,300	6,460	6,620	6,788	6,956
Non-revenue Vehicle Lease	21,972	21,972	21,972	21,972	21,972
Lubricants	26,580	27,260	27,940	28,640	29,360
Tires	39,140	39,920	52,130	37,890	43,230
Parts	177,391	173,994	174,459	193,279	215,000
Non-revenue Vehicle Repairs	1,470	1,500	1,540	1,580	1,620
Shop Supplies	13,610	13,950	14,300	14,660	15,030
Bus Cleaning Supplies	1,670	1,720	1,760	1,800	1,850
Vehicle Insurance	513,811	526,661	539,828	553,329	567,162
Recruiting Expenses	5,000	5,130	5,260	5,390	5,520
Office Supplies	15,000	15,380	15,760	16,150	16,550
Shipping/Mailing	3,000	3,080	3,160	3,240	3,320
Printing & Photocopying	6,000	6,150	6,300	6,460	6,620
Maintenance/Service Contracts	1,050	4,628	2,250	3,910	2,400
Travel	8,400	8,610	8,830	9,050	9,280
Utilities	56,000	57,400	58,840	60,310	61,820
Telephone & Internet	45,000	46,130	47,280	48,460	49,670
Building & Grounds	18,000	18,450	18,910	19,380	19,860
SF Gross Receipts & SF Payroll Tax	87,150	89,330	91,560	93,850	96,200
Facility Lease	265,650	456,038	816,870	837,290	858,220
Non-revenue Vehicle Registration	1,000	1,000	1,030	1,050	1,080
General Manager Car	4,364	4,364	4,370	4,374	4,380
Projected Equipment Purchases	33,500	0	66,043	8,178	45,879
SUBTOTAL - DIRECT COSTS	2,514,078	2,681,298	3,132,029	3,122,752	3,229,150
TOTAL TD REIMBURSABLE EXPENSES	13,456,046	14,140,536	15,110,375	15,760,111	16,197,222
TD G & A ²	672,802	707,027	755,519	788,006	809,861
TD Management Fee	336,401	353,513	377,759	394,003	404,931
TOTAL TRANSIT DIVISION	14,465,249	15,201,077	16,243,653	16,942,120	17,412,013

Notes:

(1) Incentives for Automotive Service Excellence (ASE) Certification

(2) Transit Division G&A is calculated as 5% of TD Reimbursable Expenses. The TD G&A rate will be subject to audit at the end of each fiscal year by SFMTA. In no event will the annual TD G&A amount payable exceed the TD G&A amounts in Appendix B.

BROKER: OPTION YEARS (FY 2022 – FY 2026)

Description	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
PERSONNEL					
Labor	1,466,808	1,503,478	1,541,065	1,579,592	1,619,082
Fringe	674,161	703,424	734,294	766,875	801,283
<i>Fringe Percentage</i>	<i>46.0%</i>	<i>46.8%</i>	<i>47.6%</i>	<i>48.5%</i>	<i>49.5%</i>
SUBTOTAL - PERSONNEL	2,140,969	2,206,902	2,275,359	2,346,467	2,420,365
CONTRACTED SERVICES					
Professional/Consultant	204,084	188,685	213,413	198,240	223,193
Janitorial	66,649	68,312	70,017	71,764	73,562
SUBTOTAL - CONTRACTED SERVICES	270,732	256,997	283,431	270,004	296,756
DIRECT COSTS					
Utilities	18,227	18,683	19,150	19,628	20,119
Telecommunications	85,090	87,220	89,400	91,630	93,920
Rent	534,508	550,269	566,493	583,191	600,391
Other Incidental Direct Costs	31,187	31,740	32,301	32,872	33,462
Printing	40,220	41,220	42,250	43,310	44,400
Supplies	31,472	32,257	33,062	33,887	34,733
Shipping/Mailing	44,280	45,390	46,520	47,680	48,870
Security Services	5,890	6,040	6,190	6,340	6,500
Travel	14,745	15,114	15,494	15,885	16,286
Insurance	9,444	9,917	10,413	10,933	11,480
Computer Supplies/Maint./Hosting	192,129	200,787	210,658	224,424	225,860
SF Gross Receipts & SF Payroll Tax	33,950	34,800	35,670	36,560	37,470
CabConnect	389,600	395,440	401,370	407,390	413,500
Mobility Management Direct Costs	41,855	22,510	23,185	23,881	24,597
Projected Equipment Purchases	33,193	47,253	1,500	58,743	0
SUBTOTAL - DIRECT COSTS	1,505,790	1,538,641	1,533,657	1,636,354	1,611,589
TOTAL BROKER REIMBURSABLE EXPENSES	3,917,491	4,002,540	4,092,447	4,252,824	4,328,710
Broker G & A ¹	176,395	180,355	184,554	192,272	195,760
Broker Admin Management Fee	195,484	199,727	204,213	212,221	216,005
TOTAL BROKER	4,289,370	4,382,623	4,481,214	4,657,317	4,740,475

Notes:

(1) Broker G&A is calculated as 5% of Broker Reimbursable Expenses excluding Cabconnect costs. The Broker G&A rate will be subject to audit at the end of each fiscal year by SFMTA.

TRANSIT DIVISION (TD): OPTION YEARS (FY 2022 – FY 2026)

Description	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
PERSONNEL					
Labor	9,303,544	9,526,714	9,745,778	9,967,323	10,192,789
Fringe					
<i>Fringe within payroll</i>					
Payroll Taxes					
FICA	766,889	785,575	803,768	822,117	840,786
SUTA	87,188	87,188	87,188	87,188	87,188
FUTA	10,500	10,500	10,500	10,500	10,500
401K/Retirement	83,995	85,827	87,705	89,630	91,603
Vacation & Other PTO	781,153	802,244	820,988	839,306	857,882
Health Insurance	649,839	696,874	747,226	801,129	858,832
Employee Incentives	35,934	36,832	37,753	38,696	39,664
Mechanic Tool Allowance	2,380	2,380	2,380	2,380	2,380
Mechanic ASE Incentive ¹	3,250	3,370	3,490	3,610	3,740
<i>Fringe billed separately from payroll</i>					
STD & LTD	2,504	2,504	2,504	2,504	2,504
HCSO ORDINANCE PAYMENTS	499,696	524,681	550,915	578,461	607,384
Dental Insurance	18,391	18,942	19,511	20,096	20,699
Vision Insurance	3,211	3,276	3,341	3,408	3,476
Life Insurance	5,118	5,118	5,118	5,118	5,118
Employee Assistance Program	1,662	1,662	1,662	1,662	1,662
Workers Comp. Insurance	653,667	686,355	720,590	756,507	794,205
Subtotal Fringe	3,605,375	3,753,326	3,904,636	4,062,311	4,227,621
SUBTOTAL - PERSONNEL	12,908,919	13,280,040	13,650,414	14,029,634	14,420,409
CONTRACTED SERVICES					
Operator Uniforms	26,130	26,780	27,450	28,130	28,840
Third Party Admin. of Drug & Alcohol Testing	7,546	7,734	7,922	8,121	8,330
Physicals	7,944	8,142	8,341	8,550	8,769
DriveCam Review	39,156	40,135	41,138	42,166	43,221
Mechanic Uniforms	6,227	6,383	6,543	6,706	6,874
Out-of-shop Repairs	39,330	40,320	41,320	42,360	43,420
Major Component Rebuilds	76,060	83,060	69,950	61,500	0
Towing	18,960	19,430	19,920	20,410	20,920
Contracted Vehicle Cleaning	52,370	53,670	55,020	56,390	57,800
Shop & Garage Equipment Repair	4,030	4,130	4,230	4,340	4,450
Environmental Expenses	2,130	2,190	2,240	2,300	2,350
Payroll Processing	21,650	22,190	22,740	23,310	23,890
IT Consulting	95,040	97,420	99,860	102,360	104,920
Legal Fees	50,000	50,000	50,000	50,000	50,000
SUBTOTAL - CONTRACTED SERVICES	446,573	461,584	456,674	456,643	403,783

TRANSIT DIVISION (TD): OPTION YEARS (FY 2022 – FY 2026) (continued)

Description	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
DIRECT COSTS					
Safety & Training Supplies	8,279	8,486	8,698	8,915	9,138
Fuel	1,138,358	1,138,622	1,138,898	1,139,180	1,139,468
GM & Shop Truck Fuel	7,132	7,308	7,492	7,680	7,872
Non-revenue Vehicle Lease	21,972	21,972	21,972	21,972	21,972
Lubricants	30,090	30,840	31,620	32,410	33,220
Tires	44,310	45,420	46,550	47,720	48,910
Parts	222,401	235,071	259,595	280,126	284,118
Non-revenue Vehicle Repairs	1,660	1,700	1,740	1,790	1,830
Shop Supplies	15,400	15,790	16,180	16,590	17,000
Bus Cleaning Supplies	1,900	1,940	1,990	2,040	2,090
Vehicle Insurance	581,341	595,874	610,771	626,041	641,692
Recruiting Expenses	5,660	5,800	5,950	6,100	6,250
Office Supplies	16,960	17,380	17,810	18,260	18,720
Shipping/Mailing	3,400	3,490	3,580	3,670	3,760
Printing & Photocopying	6,790	6,960	7,130	7,310	7,490
Maintenance/Service Contracts	3,910	2,400	3,910	150	3,910
Travel	9,510	9,750	9,990	10,240	10,500
Utilities	63,370	64,950	66,570	68,230	69,940
Telephone & Internet	50,910	52,180	53,480	54,820	56,190
Building & Grounds	20,360	20,870	21,390	21,920	22,470
SF Gross Receipts & SF Payroll Tax	98,610	101,080	103,610	106,200	108,860
Facility Lease	879,680	901,670	924,210	947,320	971,000
Non-revenue Vehicle Registration	1,100	1,130	1,160	1,190	1,220
General Manager Car	4,384	4,390	4,396	4,402	4,408
Projected Equipment Purchases	3,500	73,692	71,797	7,518	3,415
SUBTOTAL - DIRECT COSTS	3,240,987	3,368,765	3,440,489	3,441,795	3,495,443
TOTAL TD REIMBURSABLE EXPENSES	16,596,479	17,110,388	17,547,576	17,928,072	18,319,636
TD G & A ²	829,824	855,519	877,379	896,404	915,982
TD Management Fee	414,912	427,760	438,689	448,202	457,991
TOTAL TRANSIT DIVISION	17,841,215	18,393,667	18,863,644	19,272,677	19,693,608

Notes:

(1) Incentives for Automotive Service Excellence (ASE) Certification

(2) Transit Division G&A is calculated as 5% of TD Reimbursable Expenses. The TD G&A rate will be subject to audit at the end of each fiscal year by SFMTA. In no event will the annual TD G&A amount payable exceed the TD G&A amounts in Appendix B.

APPENDIX C
TRAPEZE SOFTWARE AGREEMENT

APPENDIX D

FTA REQUIREMENTS FOR PERSONAL SERVICES CONTRACTS

I. DEFINITIONS

- A. **Approved Project Budget** means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the City is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.
- B. **Contractor** means the individual or entity awarded a third party contract financed in whole or in part with Federal assistance originally derived from FTA.
- C. **Cooperative Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.
- D. **Federal Transit Administration (FTA)** is an operating administration of the U.S. DOT.
- E. **FTA Directive** includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.
- F. **Grant Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.
- G. **Government** means the United States of America and any executive department or agency thereof.
- H. **Project** means the task or set of tasks listed in the Approved Project Budget, and any modifications stated in the Conditions to the Grant Agreement or Cooperative Agreement applicable to the Project. In the case of the formula assistance program for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. §§ 5307, 5310, and 5311, respectively, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require, to effectuate the requirements of the Grant Agreement or Cooperative Agreement.
- I. **Recipient** means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the City.
- J. **Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.
- K. **Third Party Contract** means a contract or purchase order awarded by the Recipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.
- L. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.
- M. **U.S. DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.

II. FEDERAL CHANGES

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

III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the City and County of San Francisco, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i) (11).

IV. DEBARMENT AND SUSPENSION

See Certification Regarding Debarment, Suspension, and Other Responsibility Matters, which is incorporated by reference from the RFP as though fully set forth herein.

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. CIVIL RIGHTS

- A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- B. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
1. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOT) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

VII. DBE/SBE ASSURANCES

Pursuant to 49 C.F.R. Section 26.13, the Contractor is required to make the following assurance in its agreement with SFMTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SFMTA deems appropriate.

VIII. LOBBYING

See Certification of Lobbying, submitted as part of Contractor's Proposal, and which is incorporated into this Agreement as though fully set forth.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS *(applicable to nonconstruction contracts in excess of \$100,000 that employ laborers or mechanics on a public work)*

- A. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
- C. **Withholding for unpaid wages and liquidated damages** - The City and County of San Francisco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

XI. CLEAN WATER REQUIREMENTS *(applicable to all contracts in excess of \$100,000)*

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to the

City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XII. CLEAN AIR (*applicable to all contracts and subcontracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any yea.*)

- A. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XIII. PRIVACY

If Contractor or its employees administer any system of records on behalf of the Federal Government, Contractor and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act). Specifically, Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Government. Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

XIV. DRUG AND ALCOHOL TESTING

To the extent Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, and 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs).

XV. TERMINATION FOR CONVENIENCE OF CITY (*required for all contracts in excess of \$10,000*)

See Agreement Terms and Conditions.

XVI. TERMINATION FOR DEFAULT (*required for all contracts in excess of \$10,000*)

See Agreement Terms and Conditions.

XVII. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying

contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

XVIII. FLY AMERICA

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

XIX. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

XX. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS *(applicable to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator)*

- A. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
 - 1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry

out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection A, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) (2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this clause.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

XXI. NATIONAL ITS ARCHITECTURE POLICY (*Applicable to contracts for ITS projects*)

If providing Intelligent Transportation Systems (ITS) property or services, Contactor shall comply with the National ITS Architecture and standards to the extent required by 23 U.S.C. § 512, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, et seq., January 8, 2001, and later published policies or implementing directives FTA may issue.

XXII. TEXTING WHILE DRIVING; DISTRACTED DRIVING

Consistent with Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, SFMTA encourages Contractor to promote policies and initiatives for employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

XXIII. SEAT BELT USE

In compliance with Executive Order 13043 “Increasing Seat Belt Use in the United States”, April 16, 1997 23 U.S.C. Section 402 note, the SFMTA encourages Contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

EXHIBIT E

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

SBE REQUIREMENTS

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

I. POLICY

The San Francisco Municipal Transportation Agency (SFMTA), recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted, a Small Business Enterprise (SBE) Program to implement the Disadvantaged Business Enterprise regulations in 49 C.F.R. Part 26 (the "Regulations"), issued by the Department of Transportation (DOT).

It is the policy of the SFMTA to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to SFMTA's construction, procurement and professional services activities. To this end, SFMTA has developed procedures to remove barriers to SBE participation in the bidding and award process and to assist SBEs to develop and compete successfully outside of the SBE program. In connection with the performance of this contract, the Contractor will cooperate with SFMTA in meeting these commitments and objectives.

Pursuant to 49 C.F.R. Section 26.13, the Contractor is required to make the following assurance in its agreement with SFMTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SFMTA deems appropriate.

A. Applicability

Pursuant to 49 C.F.R. Sections 26.3 and 26.21, the SFMTA, a recipient of federal financial assistance from the FTA, is required to implement an SBE Program in accordance with the Regulations. The Regulations are incorporated into this Program as though fully set forth herein. This Program applies to all SFMTA contracts that are funded, in whole or in part, by DOT federal financial assistance.

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 C.F.R. Part 26;
4. Ensure that only SBEs meeting the eligibility requirements are allowed to participate as SBEs;
5. Identify business enterprises that are qualified as SBEs and are qualified to provide SFMTA with required materials, equipment, supplies and services; and to develop a good rapport with the owners, managers and sales representatives of those enterprises;
6. Develop communications programs and procedures which will acquaint prospective SBEs with SFMTA's contract procedures, activities and requirements and allow SBEs to provide SFMTA with feedback on existing barriers to participation and effective procedures to eliminate those barriers; and
7. Administer the Program in close coordination with the various divisions within SFMTA so as to facilitate the successful implementation of this Program.

C. Administration of Program

The Director of Transportation is responsible for adherence to this policy. The DBE Liaison Officer (DBELO) shall be responsible for the development, implementation and monitoring of this program. It is the expectation of the Municipal Transportation Board of Directors and the Director of Transportation that all SFMTA personnel shall adhere to the provisions and the spirit of this program.

D. Prohibited Discrimination

SFMTA shall 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 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 status).

E. SFMTA shall 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.

F. SFMTA has signed the federal assurances regarding non-discrimination required under 49 C.F.R. Section 26.13. See III.D (Contract Assurances) for requirements of Contractor and Subconsultants.

II. DEFINITIONS

Any terms used in SFMTA's SBE Program that are defined in 49 C.F.R. Section 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. An SBE is defined as follows:

Small Business Enterprise (SBE): An SBE is a for-profit, small business concern with a three-year average gross revenue not exceeding current SBA size standards appropriate for its type of work and is either verified eligible by the SFMTA or the State of California's Small Business Program with the Department of General Services, the California Unified Certification Program with a U.S. Department of Transportation recipient, or the City and County of San Francisco's LBE program with the Human Rights Commission.

III. SBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. SBE Participation Goal

A goal of 30 percent SBE participation has been established for this contract. This SBE goal will apply to the following types of contracts or scope of work in the contract: 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 (to include professional and technical services); Surveying and Mapping; Drafting (Design Services); Landscape Architecture; Building Inspection; Machinery and Equipment Rental (Construction); Merchant Wholesalers, Durable Goods; Public Relations; and Telecommunications.

B. Determining the Amount of SBE Participation

The SFMTA strongly encourages the prime contractor to make every good faith effort to include SBEs to perform meaningful work in all aspects of the projects. To accomplish this goal, the following guidance is provided:

1. SBE Participation

SBE participation includes contracts (other than employee contracts) with SBEs for any goods or

services specifically required for the completion of the work under the Agreement. An SBE may participate as a prime contractor/consultant, subcontractor/consultant, joint venture partner with a prime or consultant, vendor of material or supplies incorporated or expended in the work, or a supplier of other services such as shipping, transportation, testing, equipment rental, insurance services and other support services necessary to fulfill the requirements of the Agreement.

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 contractor 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

SBE participation includes that portion of the contract work actually performed by a certified SBE with its own forces. An SBE may participate as a prime contractor, subcontractor, joint venture partner, or vendor or supplier of materials or services required by the contract.

An SBE's participation can only be counted if it is performing a commercially useful function.. An SBE is performing a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30 percent of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function.

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 work in dollars and the percentage of the total contract bid price. The Contractor shall also determine the total amount of SBE participation for the entire contract. The Contractor shall count SBE participation according to the following guidelines:

a. SBE Prime Contractor

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 Contractor.

b. SBE Subcontractor

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials

and supplies obtained for the work (except for materials and supplies purchased or leased from the Prime Contractor) and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE subcontractor to another firm as SBE participation by said SBE subcontractor. 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 percent 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 (except regular dealers of bulk items such as petroleum, cement and gravel who own and operate distribution equipment in lieu of maintaining a place 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.

C. Submission of Certification for SBEs

All firms wishing to receive credit for participation under the SFMTA's SBE Program must be certified as bona fide SBEs with the SFMTA. This requires either submission of: (1) the completed certification applications for either SBEs, DBEs, or LBES, or (2) submission of the SFMTA's small business verification application. For information regarding where to obtain applications for these certifications, please contact the SFMTA Contract Compliance Office at:

San Francisco Municipal Transportation Agency
Contract Compliance Office
One South Van Ness Avenue 6th floor
San Francisco, California 94103
(415) 701-4362
Attn: Sheila Evans-Peguese

D. Contract Assurances

The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The Contractor and its subcontractors shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.

E. Use of SBE Firms

The Consultant shall use the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains CCO's prior written consent. Unless prior written consent by CCO is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.

F. 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. Before requesting the termination and/or substitution of an SBE subconsultant, the Consultant must give notice in writing to the SBE subconsultant, with a copy to CCO, of its intent to request to terminate and/or substitute, and the reason for the request. The Consultant must give the SBE five days to respond to the notice and advise CCO and the Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Consultant's request should not be approved. 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.

When an SBE subconsultant is terminated as provided in this section, or fails to complete its work on the contract for any reason, the Consultant shall make good faith efforts to find another SBE subconsultant to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to perform at least the same amount of work under the contract as the SBE that was terminated, to the extent needed to meet the established SBE contract goal.

G. Addition of Subconsultants and Suppliers

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

H. Prompt Payment to Subcontractors

In accordance with SFMTA's SBE Program, no later than three days from the date of Contractor's receipt of progress payments by SFMTA, the Contractor shall pay any subcontractors 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 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 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.

IV. MONITORING AND COMPLIANCE

A. SBE Records; Reporting Requirements

The Contractor 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 Contractor 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 Contractor shall submit a final summary SBE report to the CCO.

B. Noncompliance; Administrative Remedies

SFMTA will implement appropriate mechanisms to ensure that its prime contractors and subcontractors comply with SBE Program regulatory requirements. SFMTA will apply legal and contractual remedies available under federal, state and local law.

SFMTA will also include a monitoring and enforcement mechanism to verify that the work committed to SBEs at contract award is actually performed by the SBEs. This mechanism

will provide for a running tally of actual SBE attainments and include a provision ensuring that SBE participation is credited toward overall or contract goals only when payments are actually made to SBE firms.

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**APPENDIX F
INCENTIVE/DISINCENTIVE PLAN**

(This Incentive/Disincentive Plan may be amended, as needed, by letter agreement signed by the Parties, without a formal amendment to the Contract (e.g., upon installation of new telephone tracking system with additional data points).)

Section I: Transdev Broker Administrative Functions

	Activity/Standard	Incentive (for achieving or exceeding goal)
1	<p>SF Paratransit Goals/Performance Measures</p> <p>a. Complaints: less than two per 1000 trips, for each Mode</p> <p>b. Telephone Call Wait Time: over 95% of all calls to the Broker’s Office during business hours answered by a live person within 45 seconds</p>	<p>a. Complaints: \$2,500 per quarter</p> <p>b. Call Wait Time: \$1,000 per quarter</p>
2	<p>Consumer Satisfaction – 90% overall customer satisfaction, as measured by an annual independent customer satisfaction survey. This will be measured based on the survey response to the following questions and will be weighed as followed:</p> <ul style="list-style-type: none"> • Overall Rating Of Satisfaction With Services (50%) • Overall Rating Of Satisfaction with the Broker Services (50%) <p>Note: Customers that answer “Don’t Know” will not be included in the calculation.</p>	<ul style="list-style-type: none"> • For Broker-related aspects of the survey, if Customer Satisfaction is $\geq 85\%$ and $\leq 90\%$, \$1,000 will be paid on an annual basis. • For Broker-related aspects of the survey, if Customer Satisfaction is $> 90\%$ and $\leq 95\%$, \$2,500 will be paid on an annual basis. • If Customer Satisfaction is $> 95.1\%$ and $\leq 100\%$, \$5,000 will be paid on an annual basis.
3	<p>Travel Training – Shift paratransit trips to Muni fixed route service through travel training paratransit Customers. Reduce paratransit trips per paratransit Customer by an average of five trips per month for six months</p>	<ul style="list-style-type: none"> • \$250 per individual paratransit Customer shifted to fixed route service, determined on a bi-annual basis
4	<p>Cost Savings – SFMTA will provide an Incentive for any quarter in which the combined per trip costs for all services is less than the Base Rate per trip. The Base Rate will be recalculated annually using actual data for the previous year. This would be assessed twice per year for a six month period.</p>	<ul style="list-style-type: none"> • If the average per trip cost decreases by at least \$0.25 per trip, \$2,000 shall be paid • If the average per trip cost decreases by at least \$0.50 per trip, \$4,000 shall be paid • If the average per trip cost decreases by at least \$0.75 per trip, \$6,000 shall be paid • If the average per trip cost decreases by at least \$1.00 per trip, \$8,000 shall be paid

	Activity/Standard	Disincentive
5	Telephone Call Wait Time – over 85% of all calls to the Broker’s Office during business hours shall be answered by a live person within 45 seconds.	<ul style="list-style-type: none"> • \$30 assessed per verified complaint for all calls answered below 80% threshold, determined on a monthly basis
6	Language Capacity (language capability in Spanish, Chinese (Cantonese and Mandarin) and Russian by front line staff) – if an employee who is fluent in one of the specified languages leaves the Broker’s employment, the Broker must replace the employee with an equally fluent individual within three weeks’ time.	<ul style="list-style-type: none"> • For failure to replace such an employee, \$250 assessed per business day for each day beyond the three-week period
7	Outreach – Broker shall conduct at least 20 information sessions/workshops annually.	<ul style="list-style-type: none"> • \$250 assessed for each session/workshop conducted by Broker under 20 sessions a year.
8	ADA Eligibility Process	<ul style="list-style-type: none"> • \$250 assessed per complaint against the Broker (verified to be legitimate) that is determined by the SFMTA to constitute a violation of the approved ADA eligibility process. • Unless assessed above, \$250 per occurrence for applications that are not processed within 21 days (regardless of whether a complaint has been filed)
9	Customer Service	<ul style="list-style-type: none"> • \$100 assessed for each complaint against the Broker (verified to be legitimate) over a total of five verified complaints a month
10	Processing of Complaints	<ul style="list-style-type: none"> • \$100 assessed per occurrence for any complaint that is not responded to within 14 days.

Section II: Transdev Transit Division

Transdev shall distribute incentives directly to the employees, through bonuses or employee recognition events, for those whose work has contributed to achieving the goals.

Disincentives may be assessed by SFMTA if sufficient documentation is not provided to show that corrective action has been implemented, and/or if a pattern or practice has developed that has not been corrected.

	Activity/Standard	Incentive
1	SF Paratransit Goals/Performance Measures <ol style="list-style-type: none"> SF Access On-Time Reliability and Productivity Goal: at or above 90% OTP and productivity of at least 1.45 trips per revenue hour on SF Access. Safety goal: accidents/injuries: less than one Reportable Incident (as defined by the National Transit Database program in Form S&S-40) per 100,000 miles systemwide 	<ol style="list-style-type: none"> On-Time Reliability: \$1,000 per month Safety Goal: \$1,000 per quarter
2	Consumer Satisfaction – 90% overall customer satisfaction with SF Access, as measured by an annual independent customer satisfaction survey. This will be measured based on the survey response to the following questions and will be weighed as followed: <ul style="list-style-type: none"> Rating of the Quality of Service on Surveyed Trip (SF Access only) (100%) 	<ul style="list-style-type: none"> For Broker-related aspects of the survey, if Customer Satisfaction is $\geq 85\%$ and $\leq 90\%$, \$1,000 will be paid on an annual basis. For Broker-related aspects of the survey, if Customer Satisfaction is $> 90\%$ and $\leq 95\%$, \$2,500 will be paid on an annual basis. If Customer Satisfaction is $> 95.1\%$ and $\leq 100\%$, \$5,000 will be paid on an annual basis.

	Activity	Disincentive
3	Failure to properly secure a wheelchair, scooter or similar device (see Customer Operating Standards, Paragraph 5)	\$1,000 per occurrence
4	Failure to report a FTA Reportable Incident within two hours (see Reporting Requirements, Paragraph 1)	\$500 per occurrence
5	Failure to provide a complete, written accident report within 24 hours of occurrence for all FTA reportable incidents (see Reporting Requirements, Paragraph 1)	\$250 per occurrence
6	Missed trip (failure to pick up, or more than 60 minutes late from the promised pick-up time) (see Customer Operating Standards, Paragraph 10)	\$200 per occurrence
7	Schedule change without rider notification and agreement (see Customer Operating Standards, Paragraph 6a)	\$250 per occurrence

	Activity	Disincentive
8	Excessive ride time (exceeding the maximum ride time as established under Customer CUSTOMER OPERATING STANDARDS, Paragraph 7)	\$200 per occurrence
9	Monthly on-time performance, (see Reporting Requirements): Below 85%	\$2,500 per month
10	Missed PMI (revenue service vehicle without PMI within 6,250 mile interval - standard 5000 mile interval)	\$500 per occurrence
11	Failure to correct the deficiencies identified by SFMTA (or a representative of SFMTA) after the 1 st inspection of the City owned vehicles (see Vehicle Operations and Maintenance Standards, Paragraph 7): 2 nd inspection 3 rd or subsequent inspection	\$175 per deficiency \$350 per deficiency
12	Vehicle operated in service with malfunctioning vehicle communications equipment, such as radio, Nextel, MDC, etc. (see Vehicle Operations and Maintenance Standards, Paragraph 4)	\$100 per occurrence per device
13	SF Access Reservation Response and Wait Time: 92% of all calls to the SF Access reservation line during business hours should be answered by a live person. Average hold time shall be under two minutes	\$500 assessed every month where less than 85% of telephone calls for SF Access reservations are directly answered during business days and hours. \$500 assessed where average wait time is more than two minutes.
14	“Where’s my Ride” Response and Wait Time: 92% of all calls to the “Where’s my Ride” line during business hours is answered by a live person. Average hold time shall be under five minutes	\$500 assessed every month where less than 85% of telephone calls for “Where’s my Ride” are directly answered during business days and hours. \$500 assessed where average wait time is more than five minutes.

PARATRANSIT BROKER AGREEMENT
BETWEEN THE
CITY AND COUNTY OF SAN FRANCISCO
AND
VEOLIA TRANSPORTATION SERVICES, INC.

Contract No. SFMTA 2008/09-54

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PARATRANSIT BROKER AGREEMENT

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

Agreement between the City and County of San Francisco and
Veolia Transportation Services, Inc.

This Agreement is made this 1st day of April, 2010, in the City and County of San Francisco, State of California, by and between: Veolia Transportation Services, Inc., a Maryland Corporation ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Municipal Transportation Agency ("SFMTA").

Recitals

- A. The SFMTA wishes to hire the services of a paratransit broker to administer the City's Paratransit Program.
- B. A Request for Proposals ("RFP") was issued on June 29, 2009, and City selected Contractor as the highest qualified scorer pursuant to the RFP.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract.

Now, THEREFORE, the parties agree as follows:

Definitions

5310 Vehicles. Wheelchair accessible vehicles purchased with federal grant funds received by non-profit agencies for transportation of persons with disabilities and seniors.

Active User. A paratransit Customer who has conducted at least one transaction with the SF Paratransit Program (e.g. purchased ride tickets, scheduled a ride, etc.) during the previous twelve months.

Administrative Expenses. All of Broker's anticipated and authorized costs and expenses that are included in a Budget approved pursuant to this Agreement, including but not limited to capital expenses (other than costs to procure the MDCs) to be paid out by Broker, personnel and administrative expenses.

Agreement; Contract. This Paratransit Broker Agreement and all referenced Exhibits, which are incorporated by reference as though fully set forth herein.

Americans with Disabilities Act; ADA. The Americans With Disabilities Act of 1990.

Appeals Panel. The body that is convened to hear appeals of paratransit eligibility determination decisions. The Appeals Panel is comprised of three members, who typically include one representative of paratransit Riders, a transit property representative, and a medical professional.

Broker; Paratransit Broker. The Contractor selected to provide paratransit Services pursuant to this Agreement.

Broker's Office. The office where the Broker conducts its administrative operations, located at 68 12th Street, San Francisco, CA 94103

Budget. Documentation of anticipated expenses for an upcoming fiscal year to be prepared by Broker and approved by City, to include estimates of Operating Expenses.

Contractor. Veolia Transportation Services, Inc., also doing business under this Agreement as San Francisco (SF) Paratransit.

Customer; Rider. A person within the Service Area who meets all Program eligibility requirements and who requests paratransit services from Contractor.

Customer Database. The local database to be maintained by Contractor on Trapeze Pass software which manages eligibility, interfaces with the debit card software system, and which uploads Customer eligibility status to the MTC's Regional Eligibility Database.

Effective Date. The date when the Controller of the City and County of San Francisco has certified that available funds have been set aside for payment of services to be rendered under the Agreement and the Contractor has been so notified in writing by the SFMTA.

Executive Director/CEO. The Executive Director and Chief Executive Officer of the Municipal Transportation Agency.

Fare Media. Fare payment methods and technologies for paratransit service, such as SF Access ride tickets or the paratransit taxi debit card.

Fiscal Year. July 1 through June 30.

FTA-Defined Reportable Incident: A "Reportable Incident" involving a transit vehicle or that occurs on transit-controlled property, as defined in the Transit Glossary of the National Transit Database., located at the following internet address: <http://www.ntdprogram.gov/ntdprogram/Glossary.htm>.

Group Van. A mode of service in the SF Paratransit program which provides pre-scheduled transportation services to groups of ADA-certified Riders to a single location, such as an adult day health care program or a work site.

Holidays. New Years' Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Inter-County Paratransit Service. Direct regional paratransit service available for paratransit Customers through agreements with the East Bay Paratransit Consortium and Golden Gate Bridge, Highway and Transportation District.

In Taxi Equipment (ITE). Hardware installed in San Francisco taxi cabs that will accept the paratransit debit card as a form of payment.

Management Fee. The fee established in Section 5.3 of the Agreement.

Manager. The Manager of the SFMTA's Accessible Services Program or his or her designee.

Mobile Data Computers (MDC). Portable, on-board computers, which will be mounted in SF Paratransit vans for the purpose of providing a direct interactive communications link to the software systems of the Broker and/or Provider.

Modes. The different means of providing Paratransit Services, including Taxi, Group Van, SF Access, and Shop-n-Roll Shuttle.

Muni. The San Francisco Municipal Railway, the public transportation system of the City and County of San Francisco, under the jurisdiction of the SFMTA.

Municipal Transportation Agency; SFMTA. The Municipal Transportation Agency, an agency of the City and County of San Francisco established by San Francisco Charter Article VIII A.

Metropolitan Transportation Commission; MTC. The nine-county San Francisco Bay Area regional transportation planning agency.

Operating Expenses. Anticipated and authorized service operating costs and expenses, including but not limited to payments to subcontractors.

Paratransit Debit Card System; PDCS. An account-based application that will allow taxi Riders to use a debit card to pay the fare. The PDCS system will use a magnetically striped card with the Rider's name, a unique identification number and photograph that will identify the Rider and automatically process authorization, payment and reconciliation of the paratransit fare through specialized debit card reading equipment to be installed in taxis.

Paratransit Grievance Committee. A committee to be established by the Broker for the purpose of hearing Customers' grievances.

Paratransit Plus Program. A program for persons who do not qualify for Services under the eligibility criteria of the ADA, but have demonstrated a high level of difficulty using Muni bus and light rail services.

Proposal. The Proposal submitted by Broker in response to the Request for Proposals.

Ramped Taxi. Taxis with ramps that are accessible by persons using wheelchairs.

Regional Eligibility Database; RED. Regional Database used by all Bay Area agencies providing paratransit services for the purpose of tracking eligibility status for Bay Area paratransit riders.

Request for Proposals; RFP. The Request for Proposals issued by City on June 29, 2009.

San Francisco Paratransit Coordinating Council, PCC. Muni's community advisory body for paratransit services in San Francisco, comprised of paratransit consumers, van and taxi providers and social service representatives. The PCC was established in the late 1970's to advise Muni on matters of paratransit and accessibility, and to advocate for the needs and views of the elderly and disabled community regarding Muni's paratransit services.

Service Area. The area within which Contractor must provide the Services required by this Agreement, which includes the area within the geographic boundaries of the City and County of San Francisco, Treasure Island. In San Mateo County the Service Area includes any location within a ¼ mile corridor on either side of an operating MUNI route within the portion of northern San Mateo County that is bounded on the south by School Street, and which includes the Daly City BART station, Westlake Shopping Center, and Top of the Hill, Daly City, and transfer points to San Mateo County's RediWheels service, including but not limited to the Stonestown Shopping Center on 9th Avenue, Daly City. The Service

Area also includes the Marin Headlands on Sundays and the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Service Costs. Costs of the transportation services by all Modes providing paratransit service.

Service Standards. Specific, measurable standards that stipulate the level of service quality that paratransit Riders can expect from the Paratransit Broker and the Transportation Service Providers.

Services. The Paratransit Broker services to be provided under this Agreement for the purpose of managing the subsidized accessible van and taxi transportation access to Riders in the Service Area.

SF Access. Pre-scheduled ADA van service (formerly called ADA Access and Lift Van) currently provided pursuant to an agreement between the Contractor and Mobility Plus Transportation (MPT).

SF Paratransit Program; Program. The City and County of San Francisco's program to provide paratransit transportation services to eligible Riders in San Francisco as a component of Muni's accessible fixed route diesel coach, trolley coach, light rail, and historic streetcar services, in accordance with all applicable Service Standards.

Shop-n-Roll Shuttle; Shopping Shuttle. A grocery shopping service for seniors and persons with disabilities provided as one of the Services in the Paratransit Program.

Software. The Software licensed to the City under the Software License Agreement between Trapeze Software Group, Inc. and the City, dated October 31, 2008.

Subscription Service. A paratransit service for qualifying trips to and from fixed point destinations at the same time(s) and day(s) of the week for a period of at least 30 days.

Taxi. A motor-vehicle-for-hire licensed as a taxicab by the San Francisco Police Department and governed by the SFMTA.

Transportation Service Providers; Providers. Subcontractors to the Paratransit Broker that provide van and taxi transportation services for the Paratransit Program.

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be from April 1, 2010 to June 30, 2015. SFMTA may, in its sole discretion, exercise an option to extend the Agreement for an additional five- (5-) year period, through June 30, 2020.

3. Effective Date of Agreement.

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing with a Notice to Proceed (NTP).

4. Services Contractor Agrees to Perform.

The Contractor agrees to perform the services provided for in Appendix A, "Scope of Work," attached hereto and incorporated by reference as though fully set forth herein, which services and tasks are subject to review and approval, as required, by the SFMTA.

5. Compensation and Reimbursement of Operating Expenses.

5.1. Amount of Contract. Compensation under this Agreement shall be based on a costs plus fixed fee structure, in accordance with the annual approved budgets, as described above. In no event shall the amount of this Agreement exceed One Hundred Eighteen Million, Five Hundred Ninety-Nine Thousand, Seven Hundred Ten Dollars (\$118,599,710), including the Management Fee, for the entire term of the Agreement. Further breakdown of Administrative Expenses and Management Fees associated with this Agreement is listed in Appendix B.

5.2. Payment. Reimbursement of Broker's Administrative Expenses and payment of the monthly Management Fee shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Manager, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month.

City shall reimburse Contractor for Service Costs on a monthly basis based on estimated expenditures of subcontractors for the work. Contractor shall derive these estimates from the prior month's actual Service Costs. The Contractor will reconcile the actual Service Costs with the estimated Service Costs and will adjust the next month's invoice as appropriate.

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. City shall make payment to Contractor at the address specified in the Section entitled "Notices to the Parties."

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

5.3. Management Fee. Broker shall be paid a Management Fee of \$674,277 under this Agreement (as set forth in Appendix B), pursuant to Broker's Proposal, provided that (a) Broker is not in default under this Agreement, or (b) an event has not occurred that, with the giving or notice or the passage of time, would constitute a default. The Management Fee shall be paid on a monthly basis: the Management Fee for the first three months of the Agreement shall be paid in three equal monthly installments; the Management Fee for each year thereafter shall be paid in 12 equal monthly installments. Should the Effective Date or the date of termination or expiration of this Agreement occur on any day other than the first day of a calendar month, the Management Fee for that particular month shall be prorated based on a 30-day month.

5.4. Reimbursement of Administrative Expenses Broker shall be entitled to reimbursement from the City for all Administrative Expenses properly incurred and paid by Broker in the performance of Broker's duties hereunder and as specified in the approved Budget in accordance with Section 5.6, subject to all City approvals required under this Agreement. City's obligation to reimburse Broker for

wages, salaries or benefits is limited to reimbursement for time that employees of Broker are actually working for the benefit of City.

5.5. Limitations on Payment of Fees. The City's obligation for payment of Management Fees incurred by the Broker in the performance of this Agreement shall not exceed the amount listed in the line item in the Budget for such fee. This Fee schedule for the duration of the contract will be negotiated for all contract years at the time the contract is approved. The City's obligation for payment and reimbursement of Administrative Expenses incurred by the Broker in the performance of this Agreement shall not exceed the total amount of the Administrative Budget for that year. If expenses for an individual line item in the Budget are expected to exceed the amount for that line item by more than five percent (5%) prior approval must be sought from the Manager. The City's obligation for payment of Management Fees and reimbursement for Administrative Operating Expenses in the aggregate shall not exceed the total approved Budget for these items without written approval by the SFMTA.

5.6. Budget Approval. Contractor shall submit its budget for each fiscal year, commencing July 1 and ending each following June 30 no later than the preceding January 15. SFMTA shall review, modify and approve the budget no later than May 31 following the submittal. The budget will consist of an Administrative Budget including the pre-negotiated Management Fee and a Service Budget for transportation provider operating expenses per mode. Approval of each budget shall be subject to available funding for the applicable fiscal year. The City is not authorized to make payments for any Administrative Expense for which funds have not been authorized under the approved Budget, except as expressly authorized by this Agreement.

5.7. Cost Principles. The Contractor acknowledges it is familiar with the provisions of Office of Management and Budget (OMB) Circular A-87, Cost Principles For State, Local, and Indian Tribal Governments; that it understands the City does not intend to pay the Contractor for costs under this Agreement which are not reimbursable to City from its funding agencies in accordance with Circular A-87; and that all payments under this Agreement are subject to audit and adjustment.

6. Guaranteed Maximum Costs.

The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format.

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents

or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance.

If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes.

10.1. Obligation of Contractor. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

10.2. Possessory Interest Taxes. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

10.2.1. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

10.2.2. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

10.2.3. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

10.2.4. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work.

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. ~~Materials, equipment, components, or workmanship that do not~~

conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel.

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment.

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

14.1. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

14.2. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

15.1. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

15.1.1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

15.1.2. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

15.1.3. Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

15.1.4. Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

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

15.3. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

15.4. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

15.5. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

15.6. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

15.7. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

15.8. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are

satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

15.9. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

15.10. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Security Deposits.

16.1. Performance Bond.

16.1.1. Amount of Bond. Contractor agrees that within five Days after notification from the SFMTA that all required City agencies have approved this Agreement, Contractor will deliver to the City a performance bond, which may be renewable annually, in the amount of \$4,500,000 to guarantee Contractor's performance obligations under this Agreement. If Contractor fails to deliver the initial performance bond within five Days, or fails to notify City annually of the renewal of the bond within five Days before each anniversary of the Effective Date, City will be entitled to cancel this Agreement. Contractor shall maintain the performance bond during the term of this Agreement. In the event this Agreement is assigned, as provided for in Section 31, City will return or release the performance bond not later than the effective date of the assignment, provided that the assignee has delivered to City an equivalent performance bond, as determined by City. In the event that the City exercises its option to extend this Agreement as provided in Section 2, then the performance bond must be re-issued in the amount of \$5,000,000 for the duration of the extension of the term of this Agreement. Notwithstanding anything to the contrary herein, in no event shall Surety's aggregate liability exceed the penal sum of the applicable bond amount; provided, however, that this limitation shall not affect Contractor's liability under this Agreement.

16.1.2. Sureties. Bonding entities on the performance bond must be legally authorized to engage in the business of furnishing performance bonds in the State of California. All bonding entities must be satisfactory to City. During the period covered by the Agreement, if any of the sureties upon the bond become insolvent or, in the opinion of the City, unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within 30 Days after notice given by the City to Contractor, must by supplemental bond or otherwise, substitute another and sufficient surety approved by City in place of the surety becoming insolvent or unable to pay. If Contractor fails within such 30 Day period to substitute another and sufficient surety, City may deem Contractor to be in default in the performance of its obligations hereunder and upon the said bond. The City, in addition to any and all other remedies, may terminate the Agreement or bring any proper suit or proceeding against moneys then due or which thereafter may become due to Contractor under the Agreement. The amount for which the surety will have justified on the bond and the moneys so deducted will be held by SFMTA as collateral, for the performance of the conditions of the bond.

16.2. Letter of Credit.

16.2.1. Requirements. As an alternative to the performance bond requirement provided in Section 16.1, within five Days after receiving notification of approval of the Agreement, Contractor shall provide to City and maintain, throughout the term of this Agreement or until all of its obligations under the Agreement have been completely performed, whichever is later, a confirmed, clean, irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation, in the amount of \$4,500,000. The letter of credit must have an original term of one year, with automatic renewals of the full \$4,500,000 amount throughout the initial term of the Agreement. If the City exercises the option to extend the term, the letter of credit shall be increased to \$5,000,000, to be renewed annually throughout the remainder of the extension of the term. If Contractor fails to deliver the letter of credit as required, City will be entitled to cancel this

Agreement. The letter of credit must provide that payment of its entire face amount, or any portion thereof, will be made to City upon presentation of a written demand to the bank signed by the Executive Director/CEO on behalf of the City and County of San Francisco.

16.2.2. Financial Institution. The letter of credit must be issued on a form and issued by a financial institution acceptable to the City in its sole discretion, which financial institution must (a) be a bank or trust company doing business and having an office in the City and County of San Francisco, (b) have a combined capital and surplus of at least \$25,000,000, and (c) be subject to supervision or examination by federal or state authority and with at least a Moody's A rating.

16.2.3. Extensions of Agreement. Should the City exercise the option to extend the Agreement as provided in Section 2, Contractor shall increase the letter of credit to \$5,000,000 for the term of the extension and throughout the performance of Contractor's obligations under the Agreement.

16.2.4. Demand on Letter of Credit. The letter of credit will constitute a security deposit guaranteeing faithful performance by Contractor of all terms, covenants, and conditions of this Agreement, including all monetary obligations set forth herein. If Contractor defaults with respect to any provision of this Agreement, SFMTA may make a demand under the letter of credit for all or any portion thereof to compensate City for any loss or damage that they may have incurred by reason of Contractor's default, negligence, breach or dishonesty. Such loss or damage may include without limitation any damage to or restoration of City property or property that is required to be constructed, maintained or repaired pursuant to this Agreement, payments to City, and claims for liquidated damages; provided, however, that City will present its written demand to said bank for payment under said letter of credit only after City first has made its demand for payment directly to Contractor, and five full Days have elapsed without Contractor having made payment to City. Should the City terminate this Agreement due to a breach by Contractor, the City shall have the right to draw from the letter of credit those amounts necessary to pay any fees or other financial obligations under the Agreement and perform the services described in this Agreement until such time as the City procures another contractor and the agreement between the City and that contractor becomes effective. City need not terminate this Agreement in order to receive compensation for its damages. If any portion of the letter of credit is so used or applied by City, Contractor, within 10 business days after written demand by City, shall reinstate the letter of credit to its original amount; Contractor's failure to do so will be a material breach of this Agreement.

16.2.5. Expiration or Termination. The letter of credit must provide for 60 Days notice to City in the event of non-extension of the letter of credit; in that event, Contractor shall replace the letter of credit at least 10 business Days prior to its expiration. In the event the City receives notice from the issuer of the letter of credit that the letter of credit will be terminated, not renewed or will otherwise be allowed to expire for any reason during the period from the commencement of the term of this Agreement to 90 Days after the expiration or termination of this Agreement, or the conclusion of all of Contractor's obligations under the Agreement, whichever occurs last, and Contractor fails to provide the City with a replacement letter of credit (in a form and issued by a financial institution acceptable to the City) within 10 Days following the City's receipt of such notice, such occurrence shall be an event of default, and, in addition to any other remedies the City may have due to such default (including the right to terminate this Agreement), the City shall be entitled to draw down the entire amount of the letter of credit (or any portion thereof) and hold such funds in an account with the City Treasurer in the form of cash guarantying Contractor's obligations under this Agreement under the terms of this Section 16.2. In such event, the cash shall accrue interest to the Contractor at a rate equal to the average yield of Treasury Notes with one-year maturity, as determined by the Treasurer. In the event the letter of credit is converted into cash pursuant to this paragraph, upon termination of this Agreement, Contractor shall be entitled to a full refund of the cash (less any demands made thereon by the City) within 90 Days of the termination date, including interest accrued through the termination date.

16.2.6. Return of Letter of Credit. The letter of credit will be returned within 90 Days after the end of the term of this Agreement, as defined in Section 2, provided that Contractor has faithfully performed throughout the life of the Agreement, Contractor has completed its obligations under the Agreement, there are no pending claims involving Contractor's performance under the Agreement and no outstanding disagreement about any material aspect of the provisions of this Agreement. In the event this Agreement is assigned, as provided for in Section 31, City will return or release the letter of credit not later than the effective date of the assignment, provided that the assignee has delivered to the City an equivalent letter of credit, as determined by City.

16.2.7. Excessive Demand. If City receives any payments from the aforementioned bank under the letter of credit by reason of having made a wrongful or excessive demand for payment, City will return to Contractor the amount by which City's total receipts from Contractor and from the bank under the letter of credit exceeds the amount to which City is rightfully entitled, together with interest thereon at the legal rate of interest, but City will not otherwise be liable to Contractor for any damages or penalties.

16.3. Fidelity Bond As a condition precedent to the formation of this Agreement, Contractor, at its own expense, shall have obtained and delivered to City an undivided or blanket fidelity bond in an amount of not less than \$300,000, covering all officials, employees and agents handling or having access to funds received or disbursed by Contractor under this Agreement or who are authorized to sign or countersign checks. Said bond or bonds shall also provide that thirty (30) days prior written notice of cancellation or material change of said bond or bonds shall be delivered to the SFMTA.

17. Indemnification.

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

18. Incidental and Consequential Damages.

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

19. Liability of City.

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

20. Incentives/Disincentives.

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 of this Agreement, are delayed beyond the scheduled milestones and timelines as provided in Appendix A (or as they may be adjusted by the SFMTA for reasons beyond the Contractor's control) or do not meet the goals as described in Appendix A and Appendix F, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the disincentive payments set forth in Appendix F are not a penalty, but are a reasonable estimate of the loss that City will incur based on the failure to comply with the listed objective, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the disincentive payments from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to complete the objective as described unless the SFMTA agrees to any change in the objective.

Further, in the event that Contractor meets or exceeds the goals as set forth in Appendix F, SFMTA will pay Contractor incentives as set forth in Appendix F. **Total incentives paid per year shall not exceed \$50,000.**

21. Default; Remedies.

21.1. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

21.1.1. Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- 8. Submitting false claims
- 10. Taxes
- 15. Insurance
- 24. Proprietary or confidential information of City
- 30. Assignment
- 37. Drug-free workplace policy,
- 53. Compliance with laws
- 55. Supervision of minors
- 57. Protection of private information
- 58. Graffiti removal

21.1.2. Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

21.1.3. Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

21.1.4. A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

21.2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

21.3. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

22. Termination for Convenience.

22.1. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor at least 60 days' written notice of termination. The notice shall specify the date on which termination shall become effective.

22.2. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

22.2.1. Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

22.2.2. Not placing any further orders or subcontracts for materials, services, equipment or other items.

22.2.3. Terminating all existing orders and subcontracts.

22.2.4. At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

22.2.5. Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders, leases, subcontracts, and employees.

22.2.6. Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

22.2.7. Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

22.3. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

22.3.1. The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

22.3.2. A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

22.3.3. The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

22.3.4. A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

22.4. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

22.5. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

22.6. City's payment obligation under this Section shall survive termination of this Agreement.

23. Rights and Duties upon Termination or Expiration.

23.1. Cooperation. In the event of termination of this Agreement for any reason, Contractor shall cooperate fully in any transition of the contract to a new contractor.

23.2. Survival. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting false claims
9. Disallowance
10. Taxes
11. Payment does not imply acceptance of work
13. Responsibility for equipment
14. Independent Contractor; Payment of Taxes and Other Expenses
15. Insurance
16. Indemnification
17. Incidental and Consequential Damages
18. Liability of City
24. Proprietary or confidential information of City
26. Ownership of Results

- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.
- 49. Administrative Remedy for Agreement Interpretation.
- 50. Agreement Made in California; Venue
- 51. Construction
- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

23.3. Subject to the immediately preceding paragraphs, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

24. Conflict of Interest.

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

25. Proprietary or Confidential Information of City.

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

26. Notices to the Parties.

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by e-mail, and shall be addressed as follows:

To City: San Francisco Municipal Transportation Agency
 One South Van Ness Avenue, 7th Floor
 San Francisco, California 94103-1267
 Attention: Annette Williams
 email: annette.williams@sfmta.com
 Fax: 415-701-4728

To Contractor: Veolia Transportation Services, Inc.
 Mark L. Joseph
 CEO & Vice Chairman
 720 E. Butterfield Road, Suite 300
 Lombard, IL 60148-5601
 Fax: 630-495-1302

With a copy to: General Manager
Veolia Transportation Services, Inc.
68 12th Street, Suite 100
San Francisco, CA 94103-1297
Fax: 415-351-3136
marc.soto@veoliatransportation.com

Any notice of default must be sent by registered mail.

27. Ownership of Results.

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

28. Works for Hire.

28.1. General. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28.2. SFMTA Trademarks and Service Marks.

28.2.1. License. Contractor is licensed to use SFMTA's or Muni's name (SFMTA, Muni, SF Muni; San Francisco Municipal Railway) and the Muni "worm" logo (collectively, "SFMTA Property") on Contractor's "SF Paratransit" website in connection with its management of the Paratransit Program for City.

28.2.2. Limitations of License. SFMTA Property shall not be used in conjunction with any other licensed name, character, symbol, design, likeness or literary or artistic material, unless any such use is expressly permitted in writing by SFMTA. Contractor shall not alter SFMTA Property, as used on Contractor's Web site, in any way, including size, proportion, colors, or elements, without approval from SFMTA.

28.2.3. Promotions or Advertising. Contractor shall obtain City's approval for any text used in conjunction with this license on Contractor's website or in any promotional or advertising media produced by Contractor. SFMTA shall provide text, as requested by Contractor, and shall update the text regarding SFMTA's services when required.

28.2.4. Link to SFMTA Web Site. On Contractor's Website, there shall be a direct link to the SFMTA home page (<http://www.sfmta.com>). The text to accompany this link shall state as follows (unless otherwise updated by SFMTA): "For information about public transit (Muni) in San Francisco, visit the San Francisco Municipal Transportation Agency website or call 415-673-6864." The link shall have the following qualities:

(a) The link may be a text link or a graphics link using only a MUNI logo supplied by MUNI and displayed in accordance with this Agreement.

(b) The text or logo link to the SFMTA Web site must not require auxiliary client-side technology (e.g. cookies, JavaScript, Flash, Java, etc.) in order to work.

(c) The text or logo link to the SFMTA Web site shall be "stand alone; in other words, it shall not be imbedded in an item (*i.e.*, product) description.

(d) The text or logo link to the SFMTA Web site shall not put the SFMTA site in frames.

(e) There must not be a link to a URL containing "/home" or any page within that directory.

(f) If a logo link is used, the IMG tag for that logo must include an ALT attribute containing "SFMTA" or "SF Muni" or "Visit SFMTA" or "Visit SF Muni" or "Link to SFMTA" or "Link to Muni".

28.2.5. Link to Contractor's Web Site. SFMTA will provide a link on its web page to Contractor's website. Contractor shall provide SFMTA with the specific URL for the appropriate page on its website.

28.3. Trapeze Software License Agreement

28.3.1. Authorized User. Contractor shall be an Authorized User under the Software License Agreement between Trapeze Software Group, Inc., and the City and County of San Francisco, dated October 31, 2008, and shall be subject to the terms and conditions of said Software Agreement as they apply to an Authorized User. The Software Agreement is attached as Appendix C to this Agreement and incorporated by reference as though fully set forth.

28.3.2. Form 1. Contractor agrees to execute Form 1 to the Software Agreement and submit it to Trapeze Software Group, Inc. prior to its use of the Software.

29. Audit and Inspection of Records.

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

30. Subcontracting.

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

31. Assignment.

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

32. Non-Waiver of Rights.

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

33. Earned Income Credit (EIC) Forms.

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

34. Small Business Enterprise Program/Subcontractors.

Contractor agrees to comply with the requirements of the Small Business Enterprise (SBE) Program described in Appendix E and incorporated into this Agreement. No substitutions of SBE subcontractors shall be made at any time without the written approval of the Manager of the SFMTA Contract Compliance Office. In the event that an SBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make good faith efforts to replace the original SBE subcontractor with another SBE subcontractor.

35. Nondiscrimination; Penalties.

35.1. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

35.3. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

35.4. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

35.5. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

36. MacBride Principles—Northern Ireland.

Pursuant to San Francisco Administrative Code §12F.5, the 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. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

37. Tropical Hardwood and Virgin Redwood Ban.

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

38. Drug-Free Workplace Policy.

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

39. Resource Conservation.

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

40. Compliance with Americans with Disabilities Act.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

41. Sunshine Ordinance.

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary

financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

42. Left Blank by Agreement of the Parties

43. Limitations on Contributions.

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

44. Requiring Minimum Compensation for Covered Employees.

44.1. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

44.2. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. All SF Access and Group Van contractors shall pay SFMTA-funded paratransit drivers a minimum wage as required by the City's Minimum Compensation Ordinance for the first 90 days of service and/or completion of the driver training requirements, whichever comes first. Currently the hourly wage required by the Minimum Compensation Ordinance is \$11.54 (\$11.03 per hour for non-profit entities). After that period, paratransit provider subcontractors shall pay SFMTA-funded SF Access drivers not less than \$14.80 per hour and Group Van drivers not less than \$12.97 per hour. These minimum wages shall increase on a yearly basis based on cost of living adjustments received by the contractors. All cost of living adjustments received by subcontractors shall be passed on to all SFMTA-funded paratransit drivers with at least a proportional wage adjustment.

44.3. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

44.4. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

44.5. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

44.6. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

44.7. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

44.8. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

44.9. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with the SFMTA for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and the SFMTA to exceed \$25,000 in the fiscal year.

45. Left Blank by Agreement of Parties (HCAO)

46. First Source Hiring Program.

46.1. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

46.2. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

46.2.1. Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the

specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

46.2.2. Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

46.2.3. Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

46.2.4. Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

46.2.5. Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

46.2.6. Set the term of the requirements.

46.2.7. Set appropriate enforcement and sanctioning standards consistent with this Chapter.

46.2.8. Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

46.2.9. Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

46.3. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

46.4. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

46.5. Liquidated Damages. Contractor agrees:

46.5.1. To be liable to the City for liquidated damages as provided in this section;

46.5.2. To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

46.5.3. That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

46.5.4. That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

46.5.5. That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

46.5.6. That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

46.6. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

47. Prohibition on Political Activity with City Funds.

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

48. Preservative-treated Wood Containing Arsenic.

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper-arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

49. Modification of Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20%.

50. Administrative Remedy for Agreement Interpretation.

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

51. Agreement Made in California; Venue.

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

52. Construction.

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

53. Entire Agreement.

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

54. Compliance with Laws.

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

55. Services Provided by Attorneys.

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

56. Left blank by agreement of the parties.

57. Severability.

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

58. Protection of Private Information.

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

59. Graffiti Removal.

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the

public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

60. Food Service Waste Reduction Requirements.

Contractor agrees to comply fully with and be bound by all of the 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 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the 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 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 amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

61. U.S. DOT Provisions.

The provisions contained in the FTA Requirements for Personal Services Contracts in Appendix D are incorporated into this Agreement. If there is any conflict between the FTA terms and conditions and any other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence.

62. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

63. Lease of Vehicles.

63.1. City as Lessor. City has procured the following Vehicles and leased them to the Contractor, who in turn has subleased the Vehicles to van Transportation Service Providers for the terms indicated on Table 1 below (the "Subleases").

63.1.1. 2006 Purchase. Through an intergovernmental procurement agreement with the State of California, City purchased from El Dorado Bus Sales, Inc., seventeen (17) modified paratransit vans (the "vans"), at a cost of \$1,007,179, and exercised an option to purchase three (3) additional vans at a cost of \$177,738.

63.1.2. 2008 Purchase. Through an intergovernmental procurement agreement with the State of California, City purchased from Bus West twenty-four (24) modified 22' paratransit vans (the "Type II vans"), and five modified 25' paratransit vans (the "Type III vans"). The City also purchased five minivans (the "minivans") from El Dorado Bus Sales, Inc. The total cost of these vehicles did not exceed \$2,055,000. Through a separate procurement agreement with San Mateo County Transit District, the SFMTA purchased from El Dorado Bus Sales, Inc., six (6) Type II vans at a cost of approximately \$445,800.

Table 1: Subleases of City-Owned Vehicles

Vehicle Year	# of Vehicles	Manufacturer	Vehicle Type	Sublease Term
2006	20	El Dorado	Type II van	September 5, 2006, - March 31, 2011
2008	6	El Dorado	Type II van	August 15, 2008, - March 31, 2011
2008	5	El Dorado	Minivan	September 18, 2008 - March 31, 2010
2008	14	Bus West	Type II van	October 10, 2008, - March 31, 2010
2008	10	Bus West	Type II van	January 1, 2009, through March 31, 2010
2008	5	Bus West	Type III van	March 1, 2009, - March 31, 2010

63.2. Extension of Subleases. Contractor shall extend the Subleases, as required, through the end of the contracts with the Transportation Service Providers.

63.3. Future Procurements of Vehicles. As the vans and the minivans reach or exceed the end of their useful lives (approximately four years), the City intends to procure replacement vehicles and lease them to Contractor, under the terms and conditions set forth in this Section 63. City expects the value of the replacement vehicles to approximate the value of the vans and the minivans, subject to cost of living adjustments. The lease of such replacement vehicles, including the terms of lease payments, shall be effected by an amendment to this Agreement executed by the Executive Director/CEO without the necessity of further approvals unless the value of the replacement vehicles exceeds the value of the vehicles being replaced by an amount above the contracting authority of the Executive Director/CEO.

63.4. Conditions Precedent to Possession of Vans. Contractor shall not be entitled to possession of the vans until Contractor has delivered to City the following:

63.4.1. Verification of Business Automobile Liability Insurance covering all vans, in accordance with the terms provided in this Lease and in Section 15 of Agreement; and

63.4.2. A fully executed copy of Contractor's assumption of the sublease with each San Francisco van Transportation Service Provider that will be operating the vans.

63.5. Sublease by Contractor (Van Agreements). Unless otherwise agreed to by City, Contractor shall sublease the vans throughout the term of this Lease to those van Transportation Service Providers participating in the Program. At a minimum, the subleases shall include (a) a regular maintenance and repair program for the vehicles; (b) reporting requirements for ADA van trips; (c) insurance and indemnification, as provided in this Lease Agreement; (d) a provision for a discounted cost for trips in lieu of sublease payments; and (e) incentives to enhance the quality of service to paratransit customers.

The terms of each sublease are subject to approval by City prior to execution of the sublease between Contractor and its subcontractor or subcontractors. If any subcontractor violates, in a material respect, any provision of its subcontract governing use of the vans, Contractor, with approval of City, shall terminate that sublease. In that event, Contractor, with approval of City, shall transfer use of the vans to another sublessee that is not in violation of any material provisions of its sublease.

63.6. Lease Payments.

63.6.1. Amount of Lease Payment.

(a) **2006 Purchase.** Lease payments or cost per trip discount shall be determined by negotiations with the selected van service providers, but in no event shall the lease payments be less than \$1,111 per vehicle per month, for the term of this Lease.

(b) **2008 Purchase.** Lease payments or cost per trip discount shall be determined by negotiations with the selected van service providers, but in no event shall the monthly lease payments for the term of the Lease be less than \$1,000 for each Type II vehicle, \$1,100 for each Type III vehicle, and \$900 for each minivan.

63.6.2. Procedure. Contractor's Lease payments shall be made concurrently with its monthly invoices, as provided in Section 5.2 of Agreement. Payments shall be made on a monthly basis and shall commence with the first regular invoice from Contractor to City after thirty (30) days after the effective date of this Amendment. Along with its payment, Contractor shall submit a monthly report detailing, for the van program, the number of passenger trips (one passenger/one way); and the number of trips credited to the Paratransit Program, as represented by the Lease payment, whether attributed to the van program or other paratransit taxi service. In the event Contractor is unable for any reason to make a monthly payment in full through a credit of no-cost trips, Contractor shall make said payment or portion thereof not represented by such a credit in cash collected from the sublessees to the extent that said amount is reasonably collectable, or deducted from amounts payable by Contractor to sublessees.

63.7. Obligations of Contractor. With respect to lease of the vans, Contractor shall:

63.7.1. Include language in each sublease requiring the sublessee to maintain and repair the vans in safe and reliable condition. Contractor shall conduct an independent inspection of the vehicles annually, in addition to oversight by SFMTA Fleet Maintenance staff.

63.7.2. Include language in each sublease requiring the vans to be operated in a safe manner consistent with all applicable provisions of Federal, State and local laws.

63.7.3. Report to City within thirty (30) days any occurrence that will prevent compliance with this section (e.g., accident rendering the vehicle inoperative, mechanical deterioration to the extent that repair is infeasible).

63.7.4. Include language in each sublease requiring that the van service providers, at their own cost, properly maintain and repair the vehicles.

63.7.5. Include language in each sublease that requires each sublessee, unless otherwise authorized by the City in writing, within five (5) days after termination of this Lease Agreement, to deliver the vans in good working condition and in good repair to City or City's authorized representative at a location to be designated by City.

63.7.6. Contractor shall take commercially reasonable steps to monitor and compel each sublessee's compliance with all sublease requirements.

63.8. Use of Vans. The vans shall be used solely for transporting qualified paratransit passengers as defined by Federal regulations and SFMTA-approved criteria.

63.9. Audit; Inspection of Records. In order to ensure compliance with this and other provisions of this Lease, City reserves the right to inspect and audit records maintained by Contractor and van service provider sublessees in the performance of this Lease. These records include, but are not limited to, dispatch reports and other records of communications between van service providers and paratransit patrons. Contractor shall include language in each sublease requiring van service provider sublessees to allow inspection and auditing by City or its agents during normal business hours, and to maintain all records generated in the performance of this Lease and the Paratransit Program for a period of at least three (3) years after the end of the Lease term. Any violation of the provisions of this Section will be considered a material breach of the Lease and/or sublease and subject Contractor or sublessee to all remedies for breach available under law, including, but not limited to, termination of the Agreement. Contractor and its sublessees shall also permit any State or Federal agency having jurisdiction over the

vehicles or City's compliance with the Paratransit Program to inspect and audit records, as provided in this section.

63.10. Insurance. During the full term of the Lease, Contractor shall require all van service providers operating the vans to maintain the following insurance on the vehicles:

63.10.1. Business Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-owned and Hired auto coverage, as applicable, and including physical damage coverages of comprehensive and collision for the actual value of the vehicle at the time of loss, with loss payable to City.

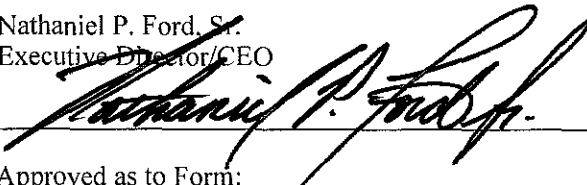

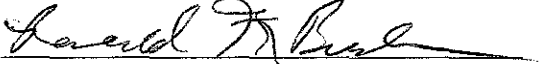


63.10.2. Contractor or its sublessees shall be responsible for payment of any insurance deductibles.

63.10.3. Contractor shall ensure that its Business Automobile Liability Insurance required under Section 15 of this Agreement includes coverage insuring both Contractor's and City's interest in the vans.

63.11. Insolvency. The vans shall be immediately returned to the possession of City upon the bankruptcy, reorganization (within the meaning of the Bankruptcy Code), dissolution or liquidation of Contractor or its sublessee(s).

63.12. Transfer of Vehicle. Except as provided in Section 63.4 of Agreement with respect to the sublease of the vans to a subcontractor or subcontractors approved by City, Contractor shall not transfer or otherwise dispose of the vans during the pendency of this Lease without the written approval of the Executive Director/CEO or his or her designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p>Nathaniel P. Ford, Sr. Executive Director/CEO</p> 	<p>CONTRACTOR</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Robin M. Reitzes Deputy City Attorney</p>	 Ronald K. Bushman Regional Vice President Veolia Transportation Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601 City vendor number:
<p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: <u>09-201</u></p> <p>Adopted: <u>December 1, 2009</u></p> <p>Attest:  Roberta Boomer, Secretary to the SFMTA Board of Directors</p>	<p>San Francisco Board of Supervisors</p> <p>Resolution No. <u>32-10</u></p> <p>Adopted: <u>January 26, 2010</u></p> <p>Attest:  Clerk of the Board</p>

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Software Agreement
- D: FTA Provisions
- E: SBE Provisions
- F: Incentive/Disincentive Plan

Appendix A
Paratransit Broker Agreement
Scope of Work
All tasks are continuous unless specified

SECTION I: ELIGIBILITY

Task Number	Eligibility-Related Activities	Tasks
1.	Administer an ADA-compliant user certification and recertification process for SFMTA and Department of Aging and Adult Services programs. This process shall include, but not be limited to, the following tasks.	<ul style="list-style-type: none"> a. Provide application forms and other program materials upon request to all prospective applicants of paratransit services. b. Evaluate applicants for eligibility within 21 days of receipt of completed application. c. If the eligibility determination is not made within 21 days, provide service based upon presumptive eligibility status until determination is made. d. In accordance with past statistical data, utilize second level assessments for a minimum of 90% of new applicants during the eligibility determination process. A minimum of 50% of those second level assessments must be in-person interviews. e. Process recertification applications as necessary to ensure that all ADA-eligible individuals undergo the recertification process once every three years. f. In accordance with past statistical data, utilize second level assessments for a minimum of 30% of applicants applying for recertification. g. Mail written documentation of ADA eligibility to consumers within 21st day of receipt of completed application h. Ensure that eligibility process is compatible with SFMTA policies and procedures governing the SF Paratransit Program.
2	Provide information to applicants during the eligibility process.	<ul style="list-style-type: none"> a. Establish and provide a list of community resources, to include at least 10 neighborhood-based agencies that are available to provide information and assistance to applicants completing applications b. Provide written notification to the applicant throughout the process such as: <ul style="list-style-type: none"> i. Acknowledgement of receipt of application after the applicant's basic information has been entered into the Broker Customer Management database; ii. Letter notification of a 2nd level assessment, if required; iii. A letter advising the applicant to schedule an in-person interview appointment, if necessary. iv. Once final determination is made, a registration packet with the Rider's Guide and a photo ID appointment letter or an "application denied" letter c. Provide telephone and in-person information to applicants regarding the eligibility process d. Hold information sessions upon request at community locations, for applicants or social service Providers. Session to include an overview of the eligibility process, a question and answer session and assistance with completing forms
3	Provide a first-time and ongoing	<ul style="list-style-type: none"> a. Provide training program for eligibility analysts.

Task Number	Eligibility-Related Activities	Tasks
	training program for eligibility analysts.	b. Provide ongoing refresher training on all aspects of eligibility determination, including current research in medical conditions as they relate to functional ability.
4	Administer and staff an ADA-compliant eligibility appeals process.	<ul style="list-style-type: none"> a. Conduct a management-level administrative review of the appeal. b. Provide appeals hearing within 30 days of request. c. Inform applicants of their right to an appeals hearing after a determination regarding eligibility is made. d. Recruit qualified medical and/or licensed professionals, fixed route representatives and consumers to serve as appeal panel members. e. Provide a comprehensive and ongoing training program for appeal panel members to ensure a sufficient number of trained consumer appeals panel members (at least 8 active participants) Provide option to appellants for a language interpreter, providing, at a minimum, translation in Russian, Spanish, Cantonese, and Mandarin (and make a good faith effort to provide translation for other languages as requested). Provide transportation to/from appeals hearing site f. Prepare appropriate information for all appeal panel members and conduct hearing under approved procedures g. Within 30 days of hearing, provide written notification to appellant of appeal panel's decision, citing specific bases for eligibility determination,
5	Register certified persons as active users of the program.	<ul style="list-style-type: none"> a. Maintain a current Customer Database (see Section III.1) b. Issue a photo ID card to registered SF Access and Taxi Customers that includes eligible category of service, conditions on the Customer's eligibility, and the eligibility expiration date. For paratransit Taxi Customers, their debit card is also their photo identification card.
6	Determine changes in eligibility.	a. Re-assess or revoke the eligibility of any Customer who Broker determines to be ineligible due to information on the application that is false, inaccurate, or that has changed sufficiently to warrant a change in eligibility with due process for an appeal.
7	Administer and conduct eligibility certification for Shopping Shuttle participants.	<ul style="list-style-type: none"> a. Distribute Shopping Shuttle registration forms to seniors and people with disabilities living in target neighborhoods or public housing sites. b. Review registration forms and assess eligibility based on policy guidelines. c. Track name, address, date of birth, and eligibility category in the Broker's Customer Management Database. d. Monitor service quality. e. Ensure that program rules are adhered to by Customers and Providers. f. Develop and produce outreach materials. g. Conduct outreach at community-based organizations in target neighborhoods. h. In conjunction with Providers, coordinate weekly ride schedules to ensure that at least seven riders are signed up for each scheduled trip.

Task Number	Eligibility-Related Activities	Tasks
8	Offer applicants the ability to participate in the Paratransit Plus program when they do not meet ADA-eligibility criteria but have demonstrated a high level of difficulty using regular bus and light rail service.	<ul style="list-style-type: none"> a. Develop updated eligibility guidelines in conjunction with SFMTA staff (within 90 days of Effective Date) b. Determine eligibility according to established guidelines c. Monitor program and provide ongoing statistical reports as requested by SFMTA
9	Process requests by visitors to San Francisco to use ADA paratransit services.	<ul style="list-style-type: none"> a. Process requests within two working days or sooner, by: <ul style="list-style-type: none"> i. confirming visitor's ADA status via phone or letter; or ii. registering individual on local and regional databases; or iii. providing information on fixed route and paratransit services; or iv. providing fare information for those individuals wishing to purchase tickets in advance or v. Providing service through established day-ahead reservations protocol directly with SF Access contractor.

SECTION II: CUSTOMER SERVICE/OUTREACH

Task Number	Customer Service/Outreach-related Activities	Tasks
1.	Serve as the principal Customer service representative for SF Paratransit Customers, and be available to Customers who visit the Broker's Office, or who seek information by telephone, mail or the internet.	<ul style="list-style-type: none"> a. Maintain an ADA-accessible office open to the public for paratransit-related business. b. Be available to customers in person and by telephone at least between 9:00 a.m. and 4:45 p.m. c. Customer information services shall be accessible via TTY or other comparable telecommunications access method. d. Provide a Customer service representative to answer the main phone line on a daily average of 98% of the 465 minutes during each business day. e. Answer in person at least 80% of all phone calls in 45 seconds or less, including TTY calls. Average call hold time during a business day may not exceed 60 seconds. All TTY calls must be transferred to an answering machine if not answered by a person within one minute. f. Respond to TTY and voicemail messages by the following business day at the latest. g. Assist customers to visit the Broker's Office within 15 minutes of their arrival. h. Provide professional, courteous, Customer service at all times. i. Provide written, telephone and in-person Customer services in English, Chinese, Russian, and Spanish. j. Provide American Sign Language interpretation or real-time captioning at the Broker's Office if a Customer gives at least 72 hours notice of the request for such accommodations.
2	Track Customers who request accessible formats and provide informational materials to each Customer in a format that is accessible.	<ul style="list-style-type: none"> a. Maintain accessibility information for each Customer in the Paratransit Broker Customer management database. b. Provide primary written information, such as eligibility forms, in the specific accessible format requested by each Customer.
3	Educate prospective users of paratransit services to increase the awareness of ADA paratransit services within the community, with particular attention to underserved populations (e.g., persons with limited English-speaking ability) within the community of potential ADA-eligible users.	<ul style="list-style-type: none"> a. Provide 20 information sessions/workshops annually to community-based agencies to assure awareness and understanding of the SF Paratransit Program. b. Maintain documentation of all such workshops with records of attendance and all instructional materials provided to attendees. c. Update and maintain the SF Paratransit website (www.sfparatransit.com) to provide information about the SF Paratransit Program (see Section III: Information Technology). The SF Paratransit website should include application forms, Taxi service increase request forms,

Task Number	Customer Service/Outreach-related Activities	Tasks
		<p>Riders' Guides, a method to submit complaints or commendations, an electronic payment mechanism, fare information, and other relevant policies and information. The website should be updated as necessary to provide up-to-date information</p> <ul style="list-style-type: none"> d. Develop an annual newsletter for consumers, providing paratransit service summaries, news, and information, to be disseminated to paratransit Customers and Group Van agencies. e. Ensure that outreach efforts include seniors and persons with disabilities, including those who do not speak English. Provide mailing services for at least three announcements to paratransit consumers annually as requested by SFMTA. f. Distribute <i>Community in Motion</i> video to appropriate community-based organizations and the public library; make the video available to applicants and potential applicants.
4	Staff public meetings and working groups on paratransit service issues to ensure community input in problem-solving to improve programs and services.	<ul style="list-style-type: none"> a. Staff the three modal subcommittees of the PCC Executive Committee -- the Taxi/Ramped Taxi Subcommittee, the Group Van Subcommittee and the SF Access Subcommittee b. In conjunction with the Chair of each Subcommittee, develop the agendas, take minutes, and mail the agenda packets. Provide meeting materials in accessible formats as requested. c. Prepare reports and analysis materials as needed for PCC related meetings d. Staff workgroup meetings, as required, to include members of the PCC and community stakeholders.
5	Maintain a consumer relations program to solicit ongoing feedback regarding Broker performance (also see Section VIII: SERVICE).	<ul style="list-style-type: none"> a. Provide information (in Riders' Guides and Broker newsletters) about the responsibilities of the service Providers, Broker, and Customers, acceptable standards of paratransit service and how to make complaints/commendations. b. Process Customer complaints and commendations. c. Maintain a database of Customer complaints and commendations that can be sorted by Mode, Customer, driver, date and general subject matter category d. Provide a Broker service quality staff person to work directly with the Provider's staff to address on-going concerns or issues as needed. e. Budget each year for an independent Customer satisfaction survey annually to measure and track Customer satisfaction with Paratransit Broker services and with Providers. f. Provide postage pre-paid Customer comment cards

Task Number	Customer Service/Outreach-related Activities	Tasks
		<p>available on paratransit vans and in the lobby of the Broker's Office.</p> <ul style="list-style-type: none"> g. Track Customer comment card responses. h. Analyze complaint trends i. Oversee the "Secret Rider" program, which allows SF Access and Ramped Taxi Customers to provide anonymous feedback: <ul style="list-style-type: none"> i. Recruit at least five Customers for the "Secret Rider" program on an on-going basis ii. Analyze Secret Rider report data and provide reports to the PCC quarterly.
6	Provide effective ongoing liaison services with community-based advocacy agencies that represent seniors and persons with disabilities.	<ul style="list-style-type: none"> a. Maintain direct communication links and designated contacts at community-based advocacy agencies such as Independent Living Resource Center, Lighthouse for the Blind, Senior Action Network, etc. to ensure an ongoing dialogue of consumer issues and awareness of new programs b. Hold problem-solving meetings, on a formal and informal basis, to ensure that Broker is responsive to issues as they arise
7	Administer a Paratransit Grievance Committee for Customers to submit grievances against Transportation Service Providers for on-going, unresolved complaints.	<ul style="list-style-type: none"> a. As needed, convene a Grievance Committee to mediate an acceptable solution to a Customer grievance b. As needed, address social service agencies' concerns regarding individual passengers or specific Providers
8	Provide travel training using certified travel trainers to encourage persons with disabilities to use the Muni system by increasing public transit skills and comfort level.	<ul style="list-style-type: none"> a. Conduct outreach to appropriate agencies to identify suitable candidates for travel training b. Offer travel training to individuals who applied for paratransit services and were determined ineligible c. Travel trainers will conduct individual and group training sessions, which will include taking at least one transit trip, provision of basic transit policy and operational information, instructions on how to read a Muni map, instructions on how to obtain accessible Muni information; as well as training in how to ride Muni by identifying stops, embarking, paying fare, using priority seating, grabbing rails, requesting stops, and disembarking. d. Maintain documentation of all travel training sessions with records of attendance and all instructional materials provided to attendees.
9	Sell paratransit Fare Media to Customers.	<ul style="list-style-type: none"> a. Make available Fare Media for purchase during business hours at the Broker's Office. b. Make Fare Media sales information available on the

Task Number	Customer Service/Outreach-related Activities	Tasks
		<p>internet</p> <ul style="list-style-type: none"> c. Implement a website capable of receiving secure Fare Media payments. d. Accept cash and personal checks with valid ID card as proof of identity. e. Broker Office staff shall be trained in procedures to accept payments when electronic cash registers or Contractor's computer systems are not operational. f. Administer and conduct eligibility certification and fare subsidy disbursements from donated private funds for the Helping Wheels Fund Fare Assistance Program. g. Maintain a separate corporate account for the Helping Wheels Fund. SFMTA must approve disbursements from this account. h. Monitor Helping Wheels Fund and provide statistical reports as requested by SFMTA.
10	Suspension of service	<ul style="list-style-type: none"> a. Document any basis for suspension of paratransit services to any Customer and issue a warning notice to Customers in advance of any suspension (except for life threatening activities) in accordance with the SF Paratransit Rules of Operation, as they may be amended. b. Include in the Notice of Suspension the date and duration of the suspension of paratransit services to the Customer, the reason for the suspension, and forms and instructions for the Customer to appeal the suspension decision. c. Implement all required appeal procedures for suspension determinations and document the process and outcome of the appeal.
11	SF Paratransit Rules of Operation	<ul style="list-style-type: none"> a. Enforce all policies and procedures stipulated in the SF Paratransit Rules of Operation, as they may be amended from time to time.

SECTION III: INFORMATION TECHNOLOGY

Task Number	Information Technology-Related Activities	Tasks
1.	Maintain Paratransit Broker Customer management database.	<ul style="list-style-type: none"> a. Maintain and update on a daily basis data for approximately 16,000 Customers for all Modes of service (Taxi, SF Access, SFMTA Group Van, Department of Aging and Adult Services Group Van, Paratransit Plus, Shop-n-Roll Shuttle). b. Maintain eligibility status, biographic data, and demographic data on each certified Customer, as well as client service information, such as no shows, complaints filed, etc. c. Maintain all daily individual Customer purchase transactions d. Establish a systematic data backup system with documentation e. Interface with Regional Eligibility Database. f. Interface with the Debit Card Central System.
2	Be responsible for the daily operation and management of the various components of the PDCS.	<ul style="list-style-type: none"> a. Provide management and operational support including new debit card account creation, debit card issuance, debit card account management, servicing and reporting, customer support, and Taxi company fare reconciliation, settlement and reporting. b. Provide ongoing operations training as needed for new hires, new software releases, and new PDCS features. c. Develop or use the established tracking protocol for all new versions of ITE hardware and firmware; maintain a record of any changes/updates. d. Process eligible customers to collect digital photographs and create unique magnetic stripe cards. e. Manage customer accounts to collect and post received funds, hotlist lost or stolen cards, suspend accounts where abuse is determined, perform card replacement, and respond to questions and disputes. f. Provide multiple methods for paratransit customers to add value to their debit card account, including in-person at the Broker offices, via Interactive Voice Response (IVR), and via a secure website, using check, credit card or checking account electronic funds transfer. g. Manage and procure debit card stock inventory h. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of paratransit debit cards (see also Section VIII: Service). i. Ensure that CabConnect's backup IVR system is fully functional. j. Provide a plan to manually process all debit card transactions should the entire PDCS, including the IVR system, become unavailable. k. Monitor CabConnect contract for compliance with service standards including service level monitoring/enforcement and invoice payment l. Manage and enforce PDCS warranty obligations. m. Establish and maintain a complete and accurate document control system, including PDCS contract management files, correspondence between Contractor, SFMTA, and the DCS

Task Number	Information Technology-Related Activities	Tasks
		<p>Provider, invoice and payment reports, and training documentation.</p> <ul style="list-style-type: none"> n. Operate and maintain any necessary PDCS peripheral equipment, including but not limited to, the debit card printer/encoder, report printer, debit card/report shredder, and secure facility for storing unused debit card stock. o. On-going - ensure that debit card training is available to all Customers newly certified in the Taxi or ramp Taxi program. Ensure that front line staff members are trained to orient new riders to the debit card program. Customer training may consist of individual demonstrations or weekly orientation sessions, as appropriate. p. Through contracts with individual color schemes or dispatch services and through the SF Taxi driver training programs, require that debit card training is available to Taxi company staff and drivers through a train-the-trainer model.
3	Interface with the San Francisco Bay Area regional ADA paratransit eligibility database	<ul style="list-style-type: none"> a. Ensure that data for the Regional Eligibility Database is downloaded automatically from the SF Paratransit customer database daily. b. Ensure that the Regional Eligibility Database downloads updated information to SF customer database on a daily basis. c. Check the Regional Eligibility Database to confirm ADA eligibility for non-SF Paratransit customers who may be using SF Paratransit services. d. Check the Regional Eligibility Database twice weekly to verify that ADA eligibility is updated for SF customers and communicate identified problems weekly to the Metropolitan Transportation Commission; actively coordinate in the development of solutions to problems that arise.
4	Maintain the SF Paratransit website (www.sfparatransit.com) that complies with the City's Department of Telecommunications and Information Services standards for website accessibility.	<ul style="list-style-type: none"> a. Electronic information shall comply with all accessibility standards of Section 508 of the Rehabilitation Act (29 U.S.C. § 794d). b. The website shall be capable of receiving secure Fare Media payments. c. The website shall provide general information about the SF Paratransit Program, eligibility requirements and application forms. d. The website shall operate in accordance with the following standards for availability, speed and security of data: <ul style="list-style-type: none"> i. Website Availability: The website must be available 99.5% of the 1440 minutes in a calendar day, 365 days a year. With prior SFMTA approval of proposed website maintenance dates, the website may be taken down for maintenance between the hours of midnight and 6 a.m. ii. Website Speed: The average page load time into the network may not exceed four seconds on any ISP with a connection speed faster than 56kb.

Task Number	Information Technology-Related Activities	Tasks
		<ul style="list-style-type: none"> iii. Website Security: Zero failures in encryption level and standardized intrusion testing routines.
5	Maintain a secure location for computer equipment and for archiving all electronic records.	<ul style="list-style-type: none"> a. Provide backup generating capability in the event of a natural disaster. b. Ensure regular archiving of all electronic data associated with the performance of the Agreement regardless of the failure of IT equipment or the intentional or negligent acts of any person that results in deletion or corruption of data.
6	Veolia Vision	<ul style="list-style-type: none"> a. Provide Veolia Vision software to paratransit van Providers and train Broker and Provider staff (within 120 days of full implementation of Mobile Data Computers (MDCs)) on the use of the program. b. Provide on-going training of Broker and Provider staff as necessary. c. Provide SFMTA staff with secure access to Veolia Vision over the internet. d. Work with Providers and Broker staff to ensure that real time information provided by Veolia Vision is used to predict or monitor late trips, proactively schedule trips throughout the day, and to set up a predictive calling mechanism to inform Customers of schedule changes.

SECTION IV: ASSET PROCUREMENT AND MANAGEMENT

Task Number	Asset Procurement and Management-Related Activities	Tasks
1	Develop and maintain a structured asset management protocol for all assets purchased with City funds.	<ul style="list-style-type: none"> a. Manage assets, including, but not limited to, City-owned vehicles, PDCS ITE, and all office furniture and equipment b. Maintain current list of inventory of all assets
2	Procure and install MDCs with GPS capability on 120 paratransit vans to be completed within the times indicated.	<ul style="list-style-type: none"> a. Develop technical specifications for the MDCs (30 days after NTP) b. Conduct procurement under FTA guidelines and execute contract with selected vendor (210 days after NTP) c. Install, configure and test MDCs (270 days after NTP) d. Begin staff training on MDCs (270 days after NTP) e. Begin pilot testing (300 days after NTP) f. Refine technology based on pilot testing (330 days after NTP) g. Complete installation (365 days after NTP) h. Maintain an inventory of MDCs installed in each paratransit van throughout the term of the Agreement i. Manage and enforce MDC warranty obligations
3	Manage, service, and track ITE through the end of the established ITE lease period (three years from the date of purchase).	<ul style="list-style-type: none"> a. Manage purchase agreements with the approved ITE vendors to allow Taxi companies to purchase additional and/or replacement ITE. b. Maintain an inventory of ITE installed in Taxis, including units that are replaced, destroyed, under repair or maintained as extra inventory. c. Require the Taxi companies to maintain an inventory of the ITE assigned to or purchased by them, including the location of the ITE. d. Manage and enforce ITE warranty obligations. e. Develop and implement an ITE inspection/audit program designed to identify unauthorized modifications to the equipment that may increase the risk of PDCS fraud.

SECTION V: OPERATING PROCEDURES, REPORTING AND RECORD RETENTION

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
1.	Develop and implement an Operations Manual to include, but not be limited to, the following components:	<p>a. Develop the Operations Manual to include, but not be limited to, the following components (according to the stated purposes), said components to be completed within the timeframes listed:</p> <ul style="list-style-type: none"> i. Emergency Preparedness Protocol: To provide continuity of paratransit services in the event of any foreseeable interruptions in the availability of labor, vehicles, materials, supplies, power or communications, and to provide emergency transportation as directed by SFMTA in the event of a disaster (within 120 days of the Effective Date); ii. Service Quality Monitoring Program: To ensure systematic and comprehensive monitoring of key Service Standards (including on time reliability, complaints and accident/incident statistics) for all subcontractors, including a problem-solving component to develop long-term solutions to service quality issues (within 90 days of the Effective Date); iii. Driver Training Protocol: To ensure safe and courteous Customer service in compliance with Service Standards (within 60 days of the Effective Date); iv. Scheduling Protocol: To minimize delays in response to Customer requests for paratransit service (within 60 days of the Effective Date); v. On Time Reliability Methodology Protocol: To ensure a clear mechanism for tracking on time reliability in all modes of paratransit service (within 60 days of Effective Date); vi. IT Back-Up Procedures: To ensure regular archiving of all electronic data associated with the performance of the Agreement regardless of the failure of IT equipment or the intentional or negligent acts of any person that results in deletion or corruption of data (within 60 days of the Effective Date); vii. Vehicle Maintenance Inspection Procedures: For City-owned paratransit vans leased to the Broker (within 60 days of the Effective Date); viii. Asset Management Protocols: To track and monitor the condition of all assets purchased with City funds, including vehicles, hardware and software, furniture and equipment (within 60 days of the Effective Date); ix. Paratransit Grievance Committee Forms and Procedures: Written grievance forms and procedures for Customer complaints (within 90 days of the Effective Date). x. Customer Feedback Forms and Procedures: Written Customer feedback forms and procedures for responding to comments (within 90 days of the Effective Date); xi. Fraud Prevention Procedures: For controlling fraud and misuse of Fare Media (within 90 days of the Effective Date); xii. Customer Survey Form and Methodology: The form of a

Task Number	Operating Procedures, Reporting and Record Retention-Related Activities	Tasks
		<p>Customer survey and a methodology for implementing the survey (within 120 days of the Effective Date).</p> <p>b. Review the Manual with the PCC for input prior to completion and submittal to the SFMTA.</p> <p>c. Once the final deliverable is approved by the SFMTA in writing, Broker shall distribute the Manual to the SFMTA and to all Transportation Service Providers.</p> <p>d. Broker shall comply with the provisions of the Operations Manual and shall require all Providers to comply with the procedures set forth in the approved Operations Manual.</p>
2	Provide monthly and annual Performance Indicator Reports documenting all elements of Services provided under the Agreement.	<p>a. Provide quarterly report of service level statistics, including number of trips by subcontractor and mode, number of no-show trips and cancelled trips, number of stair assists performed, and number of trip denials.</p> <p>b. Prepare summaries of the number of (i) ADA certifications on a monthly basis, including the number of applications received; (ii) certifications of ADA-eligible users by category; (iii) eligibility denials; (iv) appeals processed; (v) recertifications; and (vi) levels of active and inactive users.</p> <p>c. Provide reports identifying service trends or patterns on a bi-annual basis, or as requested by SFMTA staff.</p> <p>d. Maintain records and prepare operating reports as required by the SFMTA, San Francisco County Transportation Authority, Department of Aging and Adult Services, the FTA, and other agencies.</p> <p>e. Provide monthly reports of trip costs.</p> <p>f. Compile all information requested by the SFMTA for the FTA's National Transit Database Section 15 Annual Report.</p> <p>g. In the course of SF Paratransit duties, each of Broker's and subcontractors' employees who personally witness any SF Paratransit vehicle accident or incident that may involve personal injury, property damage, or known safety violations, shall file reports of said events. Broker shall provide reports to the SFMTA by the next business day, and monthly Incident Report Summaries to SFMTA for each subcontractor.</p>
3	Retain all project records.	<p>a. Maintain all project records (either hard copy or electronic) for at least three years after the termination of the Agreement.</p>
4	Fund two independent outside audits of Broker performance.	<p>a. As budget permits, conduct at least once during the initial five-year contract period (and once during the option period, if exercised), (i) one financial audit; and (ii) one performance evaluation audit based upon deliverables and performance indicators, at a time to be determined by the SFMTA. Auditors shall be subject to approval by the Executive Director/CEO or his or her designated representative.</p>
5	Customer privacy	<p>a. Maintain and secure personal information of Customers in its possession, including, but not limited to, legal documents such as powers of attorney and guardianship, contact information and medical information, in a manner that protects all rights of privacy of Customers.</p>

SECTION VI: FINANCIAL MANAGEMENT

Task Number	Financial Management - Related Activities	Tasks
1	Control budgeted resources so that they will meet the demands of the Contract.	<ul style="list-style-type: none"> a. For Group Van: <ul style="list-style-type: none"> i. Ensure that Group Van Providers are formally notified of annual budgetary levels, unit cost per trip, monthly target expenditures, monthly trip level targets, appropriate invoice procedures, appropriate invoice procedures, and financial penalties; ii. Inform each Group Van Provider every month of its budget status, including payments received, number of trips, expenditures, and balance; iii. Inform agencies receiving Group Van services each month of the number of trips and trip data reported by the Provider, for verification purposes; iv. Provide Group Van Providers a minimum two-month notice if budget projections indicate that service expenditures are exceeding budgeted levels; v. Maintain billings for Group Van. b. Keep passenger lists updated for SF Access and Group Van Providers on a daily basis via Broker Customer software and verify that no passengers are served that are not ADA-certified. c. Receive, verify, and provide reimbursement to Providers for trips documented, according to provisions of Provider contracts.
2	Ensure fiduciary control of funds collected.	<ul style="list-style-type: none"> a. Maintain procedures to accept and control funds in the form of cash, checks, money orders and credit card transactions. b. Collect fare revenue from Providers. c. Maintain an electronic accounting/tracking program of all Customer accounts. d. Ensure that paratransit transactions are performed with a high level of office security, to include record keeping, staff training, staff responsibility, data generation, reporting procedures, and client access to records. <ul style="list-style-type: none"> i. Maintain physical security of paratransit funds collected, debit card value and passes; ii. maintain standard accounting procedures for handling and verification of daily cash, checks, and money orders; received, and daily verification of debit card value iii. Insure and bond Paratransit Accounts Manager and other employees handling financial transactions. e. Require all persons picking up paratransit Fare Media to present photo/signature identification
3.	Prepare monthly invoices of subcontractor and Broker revenue, for submittal to SFMTA.	<ul style="list-style-type: none"> a. Perform fare reconciliation for all Providers. b. Submit invoices to SFMTA each month with all revenues collected for services provided by subcontractors and Broker,

Task Number	Financial Management - Related Activities	Tasks
		<p>the dollar value of all debit card transactions and van tickets sold, trips provided, and year-to-date total in all categories.</p> <p>c. Submit all revenues collected monthly to SFMTA Finance.</p>
4	Prepare monthly invoices of Broker expenses for submittal to SFMTA.	<p>a. Review all Provider invoices for accuracy</p> <p>b. Submit invoice to SMTA each month detailing expenditures per Mode, and all Broker administrative expenses, including Department of Aging and Adult Services transportation and administrative costs.</p>
5	Manage and document all transactions related to Fare Media and billing for Group Van, SF Access and Taxi, Inter-county and Shopping Shuttle services.	<p>a. Disburse, collect and maintain fiduciary control over Fare Media.</p> <p>b. Broker shall not charge any Customer amounts for Fare Media in excess of the amounts approved by SFMTA.</p> <p>c. Manage and document all Customer information and transactions conducted as part of the PDCS.</p> <p>d. Manage and document payments made and received in accordance with regional Inter-County Paratransit Service agreements.</p>
6	Disburse and Monitor Ramped Taxi Driver Incentives	<p>a. As directed by SFMTA staff, disburse and monitor monthly Ramped Taxi driver incentive payments to Taxi companies, which will in turn disburse the funds to their drivers.</p>
7	Fund a Paratransit Drivers of the Year Program	<p>a. Award amount as specified by SFMTA (\$100 in 2009) for one driver from each of the van and Taxi Paratransit Service Providers, as well as two overall awards for a van driver and a Taxi driver of the year, as nominated by Customers. At least 15 drivers shall receive awards each year.</p>

SECTION VII: PERSONNEL

Task Number	Personnel-Related Activities	Tasks
1.	Provide a General Manager to act as a single point of contact for SFMTA.	<p>a. The General Manager shall act as the liaison between the Broker and the SFMTA and be responsible for the following:</p> <ul style="list-style-type: none"> i. overall implementation of the SF Paratransit program; ii. implementation of new Broker programs, specifically Shopping Shuttle, MDT/Veolia Vision procurement and implementation and other programs that parties may agree to. iii. service planning; iv. applying a structured process to problem-solving; v. preparing reports to summarize Broker activities and progress towards the resolution of identified problems, with progress toward implementation milestones.
2	Provide professional staff with high-level analytical skills in all management positions.	<p>(a) Unless otherwise approved by the SFMTA, Broker shall maintain the following positions throughout the term of the Agreement:</p> <ul style="list-style-type: none"> i. General Manager ii. Director of Finance/Admin iii. Contracts Admin iv. Director of Ops v. IT Manager vi. Finance Manager vii. Eligibility Manager viii. Shopping Shuttle Planner/Analyst
3	Provide skilled IT manager.	<p>a. Provide staff with sufficient skills and expertise to maintain the on-going operation and maintenance of the PDCS, Customer database, Regional Eligibility Database, all associated interfaces, manage the contract with the PDCS vendor, and oversee the on-going operation and maintenance of ITE.</p>
4	Demonstrate commitment in hiring practices to maintaining a diverse workforce with regards to race/ethnicity, gender, linguistic capability, and disability status.	<p>a. Work with and submit reports, as required, to the SFMTA Contract Compliance Office.</p>
5	Ensure that all Broker employee salaries comply fully with the City's Minimum Compensation Ordinance (MCO) and that employees receive provide health benefits.	<ul style="list-style-type: none"> a. All Broker employee wage rates shall meet or exceed the San Francisco MCO standards. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. b. The hourly rate may increase on July 1 of each year; Contractor and subcontractors will be required to pay any such increases to covered employees during the term of the contract. c. Submit annual salary levels per employee to the SFMTA Manager of Accessible Services on an annual basis. d. Broker shall provide full medical coverage to all staff members.
6	Provide one out-stationed employee to assist SFMTA's Manager of Accessible Services	<ul style="list-style-type: none"> a. Outstationed employee shall serve as a liaison with the Paratransit Broker on fixed route concerns. b. Broker shall fund one full-time employee, including benefits, at an

Task Number	Personnel-Related Activities	Tasks
	with paratransit and accessible fixed route tasks.	hourly rate of \$28.41, with annual cost of living increases.
7	Staff to participate in and report on public meetings and working groups on paratransit service issue, including Customer and stakeholder committees of the PCC.	a. Broker shall staff all three modal committees of the PCC Executive Committee – the Taxi/Ramped Taxi Subcommittee, Group Van Subcommittee and the SF Access Subcommittee.

SECTION VIII: SERVICE

Task Number	Service-Related Activities	Tasks
1.	Select all van (SF Access, Group Van, Shopping Shuttle) Providers by competitive solicitation.	<ul style="list-style-type: none"> a. Extend current Group Van contracts for a period of no more than nine months from March 31, 2010. b. Procure through a competitive bidding process not less than two Group Van Providers and one SF Access Provider with SFMTA funding and not less than three Group Van Providers under the program funded by the Department of Aging and Adult Services. c. Ensure that all procurement processes meet FTA guidelines for federally funded contracts. d. Review draft Provider deliverables, minimum qualifications, and driver and vehicle standards with SFMTA prior to initiating contractor negotiations. e. Ensure that selected Providers retain competitive unit costs per trip, while meeting service quality-related criteria. f. In the bidding process, encourage prospective Providers to provide employee incentive plans, bonuses, awards, dental coverage, and other benefits.. g. Ensure as part of contract negotiations with Providers that limits on unit cost increases will be set by pegging increases to the Cost of Living Index for the Bay Area Statistical Metropolitan Area as determined by the U.S. Department of Labor and that all cost-of-living adjustments received by subcontractors shall be passed on to all SFMTA-funded paratransit drivers with at least a proportional wage adjustment. h. Set up bidding process to take into account that provision of Section 5310 vehicles to Providers should result in lower costs per trip. i. Selection process must include an opportunity for protests of the contract award to be directed to the SFMTA's Executive Director/CEO or his or her designee.
2	Ensure that subcontractors comply with the City's Minimum Compensation Ordinance.	<ul style="list-style-type: none"> a. See Section 44 of Agreement.
3	Ensure that van Providers afford health insurance to their employees.	<ul style="list-style-type: none"> a. Ensure that all van subcontractors provide full medical coverage to all SFMTA-funded paratransit drivers, or that documented equivalent medical services are being provided through other arrangements.
4	Ensure through bidding process that van Providers have minimum hardware and software capabilities and functional capacity to link to Broker-provided routing and scheduling software and Veolia Vision.	<ul style="list-style-type: none"> a. Include detailed IT specification and staff training requirements in bidding documents for selection of van Providers
5	Enter into contracts with Taxi company subcontractors.	<ul style="list-style-type: none"> a. Screen for compliance with minimum requirements for Program participation, including capacity to participate in the PDCS program.
6	Maintain a comprehensive service quality monitoring program	<ul style="list-style-type: none"> a. Monitor subcontracts through review of reports, data, and information obtained directly from Customers, Providers, and

Task Number	Service-Related Activities	Tasks
		<p>agencies for all subcontractors on a monthly basis for:</p> <ul style="list-style-type: none"> i. trip documentation and verification; ii. month-to-month budget review; iii. on-time reliability rating; iv. telephone response time; v. no-show and trip cancellation percentage; vi. complaints/compliments; vii. passenger trip logs; viii. field monitoring for driver performance, safety, and courtesy. <ul style="list-style-type: none"> b. Conduct telephone surveys monthly or quarterly (at least 12 annually) of Taxi, SF Access Customers, randomly selected. c. Oversee the Secret Rider program (see Section II: Customer Service). d. Coordinate with other City departments such as the Mayor's Office of Disabilities, and the Department of Aging And Adult Services to get feedback on paratransit Customer concerns and develop a strategic plan to seek resolution of these issues. e. Conduct "unannounced" monitoring of all modes of service for on-time reliability, in response to complaints or to poor performance indicators on reliability reports. Field monitoring activities shall include: <ul style="list-style-type: none"> i. monitoring contractor performance in the field; ii. conducting driver and vehicle inspections, site visits and other monitoring activities; iii. preparing reports used to measure contract and regulatory compliance; iv. Taxi Service Monitor will ensure proper inventory tracking of SFMTA-owned ITE and investigate trip/transaction irregularities. f. Use Veolia Vision software to monitor the SF Access and Group Van services for late pull-outs, slack time, driver breaks and on-time performance and to predict and displays potential problems so that dispatchers can take steps to proactively correct them (see also Section III: Information Technology). The priority shall be SF Access service, and Group Van shall be a second priority. g. Encourage contracted Providers to participate in consumer advisory group meetings. h. Utilize results of monitoring procedures, surveys, and feedback from workgroups to develop and implement action plans to address service quality issues. i. Implement a problem-solving component to the monitoring program and designate a point person to develop long-term solutions to service quality issues as they arise and ensure that problem-solving measures are implemented within agreed-upon milestones.

Task Number	Service-Related Activities	Tasks
7	Provide customer service representatives in the service quality monitoring program to provide telephone and in-person processing of Customer complaints and commendations.	<ul style="list-style-type: none"> a. Implement and maintain a procedure to accept written and verbal complaints; require Providers to provide a formal written response to each complaint, to include, as appropriate, a time-limited plan of correction; undertake follow-up punitive or problem-solving actions to each complaint; and provide a written response to all complainants within 14 days. b. Provide training to staff to ensure polite processing of complaints and implementation of effective resolution measures. c. Ensure that all Customers have a copy of the Paratransit Rider's Guide.
8	Monitor and enforce procedures to ensure Providers' contract compliance.	<ul style="list-style-type: none"> a. Enforce performance standards and incentive programs as detailed in Provider agreements with van and Taxi Providers (with a team approach to include drivers, dispatch, and schedulers) to ensure paratransit service reliability. b. Monitor contract provisions with regards to safety, driver training, driver courtesy, drug testing, worker's compensation, vehicle maintenance through field observations, and accident reporting. c. Work with Providers to enforce Customer rules to control the level of no-show trips in SF Access and Group Van contracts. d. Ensure that Providers conduct daily trip check-in electronically through Broker customer management software. e. Ensure contract compliance, through systematic monitoring and unannounced on-site visits, and require Providers to maintain the following: <ul style="list-style-type: none"> i. DMV printouts (pull notices), Live Scan documentation, CPR and First Aid training certifications of all paratransit drivers; ii. Adherence to Standard Operation Procedures detailed in the Driver Training Protocols; iii. Compliance with required vehicle replacement schedules; iv. Update Vehicle fleet inventory reports, annually and within 48 hours of any fleet changes; v. Perform and maintain vehicle maintenance and pre-trip inspection reports and produce such on request; vi. Timely reporting of incident/accident reports involving paratransit riders; vii. Demonstrate required insurance coverage and maintain Certification of Insurance, annually and upon renewal; viii. Maintain and provide driver trips sheets for Group Van service; ix. Through contracts, meet required driver training recertifications as required for Defensive Driving, PAT/Sensitivity, First Aid/CPR and any other required trainings every two years or as required to maintain certifications; x. Maintain daily checklist for drivers includes seatbelts,

Task Number	Service-Related Activities	Tasks
		<p>wheelchair loading and securement devices, grab rails and stanchions;</p> <ul style="list-style-type: none"> xi. As needed meetings conducted with social service agencies receiving paratransit service; xii. Participation by Providers in the FTA-mandated drug- and alcohol-testing program; xiii. An annual sensitivity training for Provider office staff. <ul style="list-style-type: none"> f. Conduct quarterly un-announced on-the-street monitoring of Group Van and SF Access services and document with written reports g. Conduct an annual review of paratransit driver sensitivity training classes for appropriateness. h. Conduct on-site vehicle inspections; semi-annually for City-owned vehicles i. In course of field monitoring Broker staff shall perform visual inspections of overall condition of other non City-owned provider vehicles, such as lift, safety equipment etc. and compliance with contract standards
9	Develop a method to coordinate with van and Taxi Providers to monitor and enforce Customer conditional eligibility.	<ul style="list-style-type: none"> a. Educate certified riders to understand their conditional eligibility status and establish a method for periodically reviewing a rider's use of service to verify that the rider's trip patterns reflect the rider's conditional eligibility status. b. Develop a protocol for enforcement of conditional eligibility for van, and taxi services. c. <i>Disseminate consumer education of conditional eligibility policies.</i>
10	Implement measures to promote the use of shared rides among Taxi users.	<ul style="list-style-type: none"> a. Working with the PCC and its subcommittees, initiate a marketing campaign through posters and other methods which would promote the benefits of Taxi ride sharing.
11	Monitor and verify Taxi use.	<ul style="list-style-type: none"> a. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of debit cards. b. Analyze trip patterns and follow up with Customer or Taxi company management as necessary to prevent wait trips, trips that have a meter rate that does not correspond with the actual mileage, time on the vehicle, and other potentially fraudulent trips. c. Enforce procedures to control against fraud and misuse of Taxi service.
12	Implement a program to facilitate consistent communication and follow through between Providers and social service agencies to ensure efficient delivery of services.	<ul style="list-style-type: none"> a. Implement Group Van memoranda of understanding with agencies receiving Group Van service which document the responsibilities of Providers, agencies receiving service and Broker staff. b. Maintain procedures to follow-through on service quality complaints arising from agencies, including coordinating problem-solving meetings and reporting follow-through actions

Task Number	Service-Related Activities	Tasks
		<p>implemented by Broker or Providers to complainants.</p> <ul style="list-style-type: none"> c. Monitor procedures for Group Van trip data collection, verification, review, and reconciliation with agency. d. Identify systemic service level problems and establish new procedures to address these problems.
13	Coordinate and monitor activities among Providers, including dissemination of Operations Manual.	<ul style="list-style-type: none"> a. Encourage service providers to share information regarding the availability of driver-training sessions to promote shared participation and cost savings. b. Participate in review of 5310 grant applications as requested by PCC Grant Review Committee, and encourage coordination of 5310 vehicles among paratransit Providers and within the paratransit program. c. Encourage leasing of social service agency vehicles to Providers through facilitation of negotiations between parties and encourage the execution of vehicle lease agreements. d. Encourage van Providers to cooperatively provide emergency back-up services for other Providers. e. Through SF Paratransit's Emergency Planning process, require SF Access Provider to provide emergency back-up service to Muni fixed route services, Police, and Fire Departments. f. Through SF Paratransit's Emergency Planning process, require all Providers to implement the Paratransit Emergency Plan procedures as stipulated in the Operations Manual. g. Through SF Paratransit service contracting and resultant MOU's, require Group Van drivers to receive on-site agency orientation for special needs populations. h. Encourage smaller providers to coordinate programs such as driver training, back-up service, and emergency preparedness planning. i. Through the SF Paratransit contracting process, require Contractors to have provisions in place to provide for back up services for themselves when demand exceeds capacity or when unforeseen circumstances tax existing resources..
14	Ensure compliance of van subcontractors with federal drug- and alcohol-testing requirements.	<ul style="list-style-type: none"> a. Confirm and monitor implementation of federally approved drug testing program by distributing FTA drug testing regulations to all Providers, and requiring evidence of Provider compliance with FTA drug testing regulations, (i.e. including a copy of drug and alcohol policy, copies of contracts with testing labs, copies of annual reports, proof of management and employee training, etc.) b. Coordinate program monitoring with SFMTA's Substance Abuse Program.
15	Maintain stair assist program for qualified wheelchair users with a method that contains costs	<ul style="list-style-type: none"> a. Ensure that SFMTA-approved screening for eligibility to stair assist program is conducted at the time of the initial registration. b. Enforce policy which limits the conditions under which a

Task Number	Service-Related Activities	Tasks
	over the long term.	<p>two-person stair assist is provided.</p> <p>c. Be willing to explore alternative, cost-effective stair assist procedures (i.e. portable stair glides) to make stairs more accessible to wheelchair users.</p> <p>d.</p>
16	Interface between service Providers for the provision of inter-county paratransit service to meet the needs of both San Francisco and visiting Customers	<p>a. Where applicable, maintain agreements with BART and/or AC Transit, Golden Gate Transit, and SamTrans and their paratransit providers (as needed) for trip reporting, cost sharing, and invoicing of inter-county trips.</p> <p>b. Monitor expenditure amounts for inter-county service and report inter-county trip data on a monthly basis.</p> <p>c. Provide inter-county riders with information regarding scheduling, fare payment, trip-making, transfer operations between different providers, identifying transfer points, emergency back-up trip information, and specific service operations procedures.</p> <p>d. Work with Regional Operators to promote coordination between regional and connecting paratransit operators for transfer trips by:</p> <ul style="list-style-type: none"> i. Educating SF service operators on protocols for regional trip provision between regional providers including coordination of hours of operations, methods of service delivery, lines of communication, travel procedures, driver/scheduler/ dispatcher training, recording of trip data, emergency back-up plans, etc.; ii. Reviewing scheduling protocols of inter-county Providers to allow waiting time, until arrival of transfer pick-up; iii. Explaining typical requirements of pre-trip confirmation by passenger and/or both service Providers for a trip transfer; iv. Explaining requirements of post-trip confirmation between providers that transfer/pick-up was completed; v. Requiring that service providers attend coordination meetings for regional providers as requested; vi. Review potential regional trip coordination changes with the PCC Executive Committee and with service providers as required; <p>e. Monitor inter-county service provided by local SF service providers and assist inter-county customers to resolve problems and issues as they arise.</p>
17	Ensure that training for Taxi drivers includes a comprehensive sensitivity training curriculum.	<p>a. Work with the SFMTA Taxi Regulatory Division to maintain and update the established Sensitivity Training Course for Taxi Drivers.</p> <p>b. Work with the SFMTA Taxi Regulatory Division to monitor Taxi company compliance with sensitivity training requirement for all</p>

Task Number	Service-Related Activities	Tasks
		Taxi drivers. c. Work with SFMTA to contract for or provide for Passenger Assistance Techniques (PAT) and sensitivity trainers.
18	Implement the emergency preparedness protocol, as developed in the Operations Manual, to provide emergency transportation in the event of a natural disaster.	a. Broker shall serve as the facilitator and point of contact during an emergency for provision of emergency transportation for persons with disabilities during/after a natural disaster and report to the SFMTA Departmental Operations Center (DOC) as necessary b. Broker shall require of its Providers through the procurement and contracting process the development of an emergency response plan and monitor the implementation of each Provider's emergency response plan to include: <ul style="list-style-type: none"> i. The contact protocol and liaison, by name, for each entity, including key telephone numbers, cellular phones numbers, two-way radio frequencies and locations of: San Francisco's Department of Emergency Management, Police, Fire, Muni Central Control, SFMTA's DOC, Broker's Office and other Providers; ii. Each Provider's resources and location, the chain of command within each agency and the responsibilities of management personnel; iii. In cases where the Broker's IT system is not being fully utilized by a Provider, the Provider shall be required to prepare and submit weekly hard copy print-out of updated Customer list, including address, phone number and mobility aid/disability noted; iv. Where required, contractually dedicated vehicles to emergency evacuation duty; v. Broker shall develop a brochure describing emergency plan for inclusion and publication in Riders' Guide; vi. Updates of the Emergency Plan annually and annual table top exercises to test the Plan.

**Appendix B
Calculation of Charges**

Veolia Budget Summary	4/1-6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
DESCRIPTION						
ON SITE STAFF						
Labor	235,735	942,939	971,227	1,000,364	1,030,375	1,061,286
Fringe						
Payroll Taxes						
FICA	19,345	77,379	79,700	82,091	84,554	87,091
SUTA	1,762	7,049	7,049	7,049	7,049	7,049
FUTA	266	1,064	1,064	1,064	1,064	1,064
401K/Retirement	8,597	34,387	35,419	36,481	37,576	38,703
Health Insurance	36,000	143,999	148,580	153,288	158,148	163,144
Dental Insurance	1,969	7,874	8,107	8,346	8,594	8,848
Vision Insurance	297	1,188	1,221	1,262	1,297	1,338
Life Insurance	68	273	280	286	293	300
STD & LTD	761	3,045	3,127	3,217	3,304	3,399
EAP	103	410	422	434	447	460
Vacation & Other Paid Time Off	27,751	111,004	114,334	117,764	121,297	124,936
GM Car Allowance, Ins., Fuel & Maint.	2,735	10,940	11,268	11,606	11,954	12,313
Workers Comp. Insurance	2,464	9,855	10,151	10,455	10,769	11,092
Total Fringe	102,117	408,468	420,722	433,344	446,345	459,735
SUBTOTAL - ON SITE STAFF	\$ 337,852	\$1,351,407	\$ 1,391,949	\$ 1,433,708	\$1,476,720	\$ 1,521,021
G & A (INDIRECT)	\$ 35,537	\$ 149,747	\$ 160,078	\$ 161,655	\$ 163,030	\$ 167,260
CONTRACTED SERVICES						
DAJA	139,274	559,880	576,679	593,980	611,799	630,153
Center for Independent Living	3,750	15,000	15,450	15,910	16,390	16,880
Third Party Vehicle Inspection Services	4,500	18,000	18,540	19,100	19,670	20,260
In-Plant Vehicle Inspection Services	0	0	18,540	0	19,670	0
Miscellaneous Outside Services						
PCC Driver Gift Certificates	591	2,362	2,436	2,501	2,579	2,658
Passenger Transport Subscription	106	424	437	450	463	477
Aramark - bathroom	156	625	644	663	683	703

air fresheners, mats						
Helping Wheels account service fee	23	90	93	95	98	101
Commuter Check administrative costs	96	385	397	408	421	433
Locksmith services	133	531	547	563	580	598
Document shredding	250	1,000	1,030	1,061	1,093	1,126
Fire extinguisher maintenance	39	158	162	167	172	177
Electrician	77	308	317	327	337	347
Muzak service	458	1,830	1,885	1,941	2,000	2,060
Petty Cash small expenses	73	293	301	310	320	329
Support van fuel	127	508	523	539	555	571
Exterminator	276	1,104	1,137	1,171	1,206	1,243
Medical Supply	326	1,303	1,342	1,382	1,424	1,466
Total Miscellaneous Services	2,730	10,920	11,250	11,580	11,930	12,290
Costless Maintenance Services	10,338	41,350	42,590	43,870	45,190	46,550
Nelson/Nygaard Consulting	10,000	10,000	0	0	0	0
Corey, Canapary & Galanis Research & Counsel		22,000	22,660	23,340	24,040	24,761
Lan Do & Associates Translation Services	7,200	28,800	29,664	30,554	31,471	32,415
TOTAL CONTRACTED SERVICES	\$ 177,792	\$ 705,950	\$ 735,374	\$ 738,333	\$ 780,160	\$ 783,309
Veolia Budget Summary Page 2	4/1- 6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
Utilities	3,655	14,620	15,060	15,510	15,980	16,460
Telephone & Internet	11,355	45,420	46,779	48,187	49,635	51,123
TOTAL UTILITIES	\$ 15,010	\$ 60,040	\$ 61,839	\$ 63,697	\$ 65,615	\$ 67,583
Off site storage	2,433	9,732	10,024	10,325	10,634	10,953
Facility rent - 12th Street	61,899	247,597	255,025	262,675	270,556	278,672
Common Area Maintenance & Utilities	3,333	13,332	13,732	14,144	14,568	15,005
Facility rent - 365 Main Street	4,759	19,034	19,605	20,194	20,799	21,423
HVAC Maintenance	405	1,620	1,669	1,719	1,770	1,823
TOTAL RENT	\$ 72,829	\$ 291,315	\$ 300,055	\$ 309,056	\$ 318,328	\$ 327,878
SF Access Ticket printing	1,875	7,500	7,725	7,952	8,192	8,434
Newsletter	3,000	12,000	12,360	12,731	13,113	13,506
Other Misc. Printing	4,068	16,270	16,755	17,257	17,775	18,310
TOTAL Printing COST	\$ 8,943	\$ 35,770	\$ 36,840	\$ 37,940	\$ 39,080	\$ 40,250
Office Supplies	8,250	33,000	33,990	35,010	36,060	37,140

Postage/Shipping	6,000	24,000	24,720	25,460	26,220	27,010
Security Expense						
ADT	750	3,000	3,090	3,183	3,278	3,377
Bay Alarm	338	1,352	1,393	1,434	1,477	1,522
Brinks	150	600	618	637	656	675
Travel	1,750	7,000	7,210	7,426	7,649	7,879
Education & Training	1,000	4,000	4,120	4,240	4,370	4,500
Insurance - G & L Policy	1,750	7,000	7,350	7,720	8,100	8,510
Legal Expenses	3,750	15,000	15,446	15,906	16,379	16,875
Computer & Other Equipment Maint. & Service Agreements	9,193	36,770	41,718	20,765	21,768	21,058
CabConnect Hosting Expense	82,500	357,500	393,900	429,000	450,450	472,973
Trapeze Maintenance Fees	16,470	65,880	69,174	72,633	76,264	80,078
SF Tax-Fees	3,750	15,000	15,450	15,910	16,390	16,880
Performance Bond Expense	9,000	36,000	36,000	36,000	36,000	36,000
TOTAL OTHER COSTS	\$ 144,651	\$ 606,102	\$ 654,178	\$ 675,323	\$ 705,062	\$ 734,476
Projected Equipment Purchases	0	2,500	96,633	79,880	0	7,650
TOTAL EQUIPMENT COSTS	\$ - 0	\$ 2,500	\$ 96,633	\$ 79,880	\$ 0	\$ 7,650
Management Fee	\$ 35,537	\$ 149,747	\$ 160,078	\$ 161,655	\$ 163,030	\$ 167,260
Total Budget	\$ 828,149	\$3,352,578	\$ 3,597,023	\$ 3,661,246	\$3,711,024	\$3,816,686
					Contract Total	
					4/1/10 -	
					6/30/15	\$18,966,707

APPENDIX C

AGREEMENT

Agreement between Veolia Transportation Services, Inc. (hereinafter Veolia)

And Trapeze Software Group, Inc. (hereinafter Contractor or Provider).

Within this Agreement, the term "Parties" shall mean Veolia and the Contractor. The term "Funding Entity" shall mean: the City and County of San Francisco, San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco Department of Aging and Adult Services (DAAS)

This Agreement consists of this contract signature sheet, together with the following Attachments and all Exhibits thereto, all of which are incorporated into this Agreement and shall be construed together to form the agreement between the Parties:

- I. Services and Payment
- II. General Provisions
- III. Federal Provisions
- IV. TRAPEZE-DR Software License Agreement
- V. Trapeze Software Maintenance Agreement
- VI. Trapeze proposal dated August 25, 2006, and November 15, 2007 (Proposal)
- VII. Final Scope of Work, Project and Payment Schedules agreed to by the parties following completion of the OR report, if required.

In consideration of the mutual promises, covenants and the payment terms set forth on this page and in the Attachments and Exhibits, Contractor agrees that it shall deliver services for Veolia in accordance with the terms, conditions and standards of this Agreement.

Notices under this agreement should be delivered to:

For Veolia:
 Mr. Marc Soto
 General Manager
 Veolia Transportation Services, Inc.
 68 12th Street, Suite 100
 San Francisco, CA 94103-1297

For Contractor:
 Mr. Jeff Lougheed, Regional Manager
 Trapeze Software Group
 5800 Explorer Drive, 5th Floor
 Mississauga, Ontario
 L4W 5L4 Canada

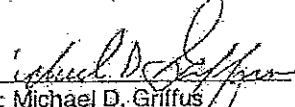
Fax: (415) 351-3136
 Voice: (415) 351-7010
 Email: marc.soto@veoliatransportation.com

Fax: (905) 238-8408
 Voice: (905) 629-8727 ext. 4837
 Email: jeff.lougheed@trapezegroup.com

Agreed and entered into this 31st day of October 2008.

Veolia Transportation Services, Inc.

Trapeze Software Group, Inc.


 by: Michael D. Griffus
 President & CEO


 by: Colin McKenzie
 General Manager

Dated: October 31st / 2008

Dated: OCTOBER 22nd / 2008

Veolia
Attachment I
Services & Payment

Statement of Work and Payment

STATEMENT OF WORK FOR:

Paratransit Routing & Scheduling, Complaint Tracking and Client Data Management Software & Transition: Migration from Mobility Master and Scrip Tracking to TRAPEZEDR (NOVUS or PASS) Solution for San Francisco Paratransit.

I. Background

Veolia Transportation Services, Inc. is the "Broker" for the San Francisco Paratransit program in San Francisco, CA since April 2000. The role of the "Broker" is to administer the day-to-day operations of the SF Paratransit program. Typical duties include contracting for service providers in a de-centralized operation where once certified, riders arrange directly for paratransit services with designated service providers. The "Broker" is also responsible for: administering service provider contracts and payments; recording and responding to all service-related complaints; selling paratransit taxi scrip, fare coupons, Muni Fast and Senior passes and pilot debit card payments; performing all passenger outreach; overseeing all program participant registrations; budgeting; federal, local and state reporting; and all other responsibilities related to program administration. The San Francisco Municipal Transportation Agency (SFMTA) funds most of the SF Paratransit program and oversees the performance of the "Broker." A small amount of funding is provided to SF Paratransit by the San Francisco Department of Aging and Adult Services (DAAS). On March 25, 2008, the current contract with the SFMTA was extended by the City/County of San Francisco to end March 31, 2010.

The Mobility Master Software (MM) is used remotely by service providers contracted to provide SF Access (ADA Lift-van and ADA Access) services and group van transportation. SF Access is the SFMTA's ADA Paratransit service (door-to-door) and the group van service is primarily subscription paratransit service provided to qualified group van agencies (e.g., Adult Day Healthcare, sheltered workshops, nutrition programs, etc.) in a many origins to one destination format.

The MM software is designed to support multiple carriers sharing the same database but independently routing and scheduling service using multiple end-user defined bill codes and supporting multiple carriers, carrier vehicles, and various vehicle types with multiple end users. Trips scheduled and tracked through MM range from 2500 to 3000 trips per weekday and total approximately 500,000 one-way trips annually. The ability of one service provider to see any other service provider's vehicles, routes, etc., is restricted by user log on.

MM works in conjunction with a custom-designed product called Scrip Tracking. Scrip

Tracking is the patron management component of the system software, and is described in more detail in *Section III., Description of Current Hardware and Software System and TRAPEZE-DR Requirements.*

II. Project Overview

The scope of this project is to transition, under the direction of Veolia's Contracting Officer's Technical Representative (COTR), the SF Paratransit operation from the current paratransit routing & scheduling software and client management software, Mobility Master (MM) & Scrip Tracking, to the Trapeze software solution (proposed as TRAPEZE-DR, Certification Module & Complaint module). This software solution shall duplicate all key functionality of the current Mobility Master and the eligibility management functionality of the Scrip Tracking Software. The migration will occur in conformance to the project description and the Trapeze Proposal, and the scope of work agreed upon by the parties following Operational Review. Where differences exist between the Proposal and the scope of work agreed upon by the parties following Operational Review, this agreement and the final negotiated scope of work shall have precedence over the contents of the Proposal.

This project shall begin with Operational Review (OR) after Veolia issues the first or limited Notice-to-Proceed (NTP) to Trapeze. The OR will be conducted during the first 45 days of contract performance after issuance of the first or limited NTP. The OR shall consist of a thorough review of the current software system, its functionality and its operation by multiple end-users with specific and detailed analysis given to currently required functionality of the eligibility, complaint processing, and accounting functions as well as the typical routing & scheduling functions and reports availability compared to the proposed solutions dated August 25, 2006 and November 15, 2007.

At the conclusion of the OR, Trapeze shall furnish Veolia with a clear summary of its findings including a recommendation as to which of the Trapeze-DR systems (NOVUS or PASS) better supports the identified key and essential functions of both Mobility Master & Scrip Tracking. Further, Trapeze will identify any additional functionality that is needed but not currently a part of the Proposal or the deliverables included in this agreement.

If after reviewing the OR report Veolia determines that it would like to modify the scope of work or functionality of the TRAPEZE-DR software, then the parties will negotiate, a modified scope of work and calculation of charges, if any, for the additional functionality before any further work under this agreement is undertaken. Upon Veolia's notice to Trapeze that no functionality modifications are required, or upon the parties' agreement on any modifications to specifications to the TRAPEZE-DR software's functionality and cost, Veolia will issue a second NTP for completion of the remainder of the work to be provided pursuant to this Agreement.

III. Description of Current Hardware and Software System and TRAPEZE-DR Requirements

Mobility Master, the current routing & scheduling software system, is an in-house product developed by ATC/Vancom, the rights to which have been acquired by Trapeze.. It works with another ATC/Vancom-developed custom product called Scrip Tracking. Scrip Tracking was specifically designed for the SF Paratransit program to record and track all paratransit taxi scrip sales and sales of other paratransit media (e.g., Muni Fast Passes, senior passes, ADA paratransit fare coupons, etc.) and to manage all passenger eligibility information. The SFMTA intends to replace the paratransit fare tracking aspects of the Scrip Tracking component with a new Paratransit Debit Card System (PDCS) software which will interface with TRAPEZE-DR. Generally, all SF Paratransit entries are made directly into Scrip Tracking and MM acts as a "slave" to Scrip Tracking. A number of van contractors use the MM part to accept ride requests, both standing and subscription ride requests and demand requests for both group van, ADA paratransit and then schedule these ride requests. The Broker enters complaints related to services directly into MM and maintains all passenger data, including new registrants and updated registrant information, via Scrip Tracking. The eligibility functionality of the Scrip Tracking system must be included as part of the TRAPEZE-DR system.

Mobility Master

Mobility Master contains the tools required to manage all aspects of Paratransit programs from reservations and scheduling to reports and planning. Mobility Master's tools are divided into five main categories: Reservations, Scheduling, Trip Check-In, Supervisor, and Reports. At a minimum, we expect the TRAPEZE-DR software solution to support the same job functions and business practices as the current Mobility Master and Scrip Tracking software.

Reservations

Every trip begins with a reservation. Mobility Master provides multiple ways of entering or creating reservation information. The Daily Trips form is used for the demand response trips. The Standing order form is used for trips that repeat on a set schedule every week. The SF Paratransit program uses both forms of reservations.

Scheduling

Mobility Master supports three modes of scheduling – interactive (on-line), batch or manual scheduling. In batch scheduling, Mobility Master schedules all trip records at once. Interactive or on-line scheduling allows Reservations Agents to tell callers what their approximate pick-up times

will be by scheduling the trip at the time of the reservation. It also allows for trip time negotiations. Mobility Master provides tools for the experienced scheduler to manipulate trip records manually and develop schedules. Currently, the contractors use a combination of batch and manual scheduling.

Reports

At a minimum, TRAPEZE-DR shall provide all standard TRAPEZE-DR reports and additionally, this contract requires the delivery of five (5) custom reports that will be identified by Veolia during the OR. The cost for any additional custom reports will be negotiated as part of the OR.

Queries

Currently, the SF Paratransit program is able to run queries of all existing data via Microsoft (MS) Excel. A connection to the database occurs via MS SQL using MS Excel. Using the SQL language, the data is queried out and ported out MS Excel. At a minimum, this capability must be replicated in TRAPEZE-DR and all data shall be accessible via this route.

Current Hardware-Software Configuration

Scrip Tracking and Mobility Master are SQL Databases which reside on a single server. The server also contains MS SQL 2000 Enterprise. There are a total of four servers located in our Network Operations Center (NOC) at 365 Main Street. The below list represents the servers and their roles and current users accessing them;

Server 1 Primary Domain Controller, user accounts, both local and remote [NOC]

Server 2 Scrip Tracking, Mobility Master and SQL Enterprise, live database, user accounts, both local and remote SQL account information [NOC]

Server 3 MS Terminal Server-1, user accounts (Veolia & Medsam), both local and remote [NOC]

Server 4 MS Terminal Server-2, user accounts (Mobility Plus Transportation), both local and remote [NOC]

Any additionally required hardware needed to properly operate the TRAPEZE-DR software will be provided by Veolia.

Scrip Tracking

The Scrip Tracking Module is used to manage information regarding client eligibility for Paratransit services. It is also used to keep track of fare media sales transactions made by the registered riders. The Scrip Tracking Module uses the same client database as Mobility Master. Clients are the core of the Scrip Tracking Module and Mobility Master. The Client Locator form and Client form are located under the Reservations/Intake menu. In a Client form, the Scrip Tracking Module and Mobility Master stores all basic information about the clients who use the transportation system: name, address, phone numbers, emergency contacts, disability information, billing information and other client specific information, a list of which has been included in **Appendix One of this contract**, along with all scrip purchases and transaction histories including dates of next eligible purchases, scrip purchase levels and transaction notes.

Eligibility Component of Scrip Tracking

Once an application has been received, the user, after identifying the client, will select the "Eligibility" button from the Client Locator form and a blank Eligibility form will appear. The header of the window will display the Client's name, address, home phone number and Client ID field. The tabbed pages will display information about the client's eligibility process for each type of Paratransit service. It is possible for clients to be eligible for multiple types of service simultaneously. Information entered on this form will be the factors that determine the amount, frequency and type of scrip that a client can purchase.

Veolia staff uses eligibility when processing eligibility applications and for certifying the rider as eligible or ineligible based on their mobility abilities and/or needs. Eligibility is based on two levels; full or conditional. Fully certified riders can access rides whereby conditional riders may be restricted based on their mobility condition.

Eligibility for certified riders is based on three categories:

[1] Inability to use the fixed route system; [2] Inaccessibility of the fixed route system; and, [3] Inability of the rider to get to/from the fixed route system.

MM/Scrip Tracking allows eligible riders to fall into three types: ambulatory, wheelchair or stretcher. Currently, "stretcher" is not used for purposes of the SF Paratransit program.

All entries in the eligibility tab within Scrip Tracking affect various riders' ability to travel and the mode of transportation. Two key fields in the eligibility section include Record Status and Billing Codes. These fields are verified in Mobility Master and the rider is either approved or denied to use the Paratransit system. The record status fields are either active or

inactive. If the record status is active, the rider is eligible to use the Paratransit system, and conversely, the rider cannot use the system if their status is inactive.

Built-in Forms

Scrip Tracking generates custom form letters to clients based upon their needs, requirements and whether they are denied or approved for Paratransit services. The forms include custom mailing labels as well (Avery 5160 Template) as staff members can mail to the various clients.

These form letters include but are not limited to: Eligibility Applications, Acknowledgement Letter, Application Completed Acknowledgement, Eligibility Determination Letter, Recertification Letter, Second Recertification Letter Reminder, Final Recertification Letter Reminder, Pay Letter, Signed Memo of Understanding, Photo ID Appointment letter, etc. Veolia will provide a complete summary of these forms to Trapeze in an electronic format with the first or limited NTP.

Although the debit card software (DCS) or middleware to be procured separately will replace most functionality currently in the Scrip Tracking system, the TRAPEZE-DR Certification module being purchased as part of this agreement must replicate some functionality of the Scrip Tracking's eligibility component to work effectively as an adjunct to the TRAPEZE-DR software so it effectively supplies the necessary information for the DCS to function properly.

Scrip Tracking Integration

Scrip Tracking is used to certify riders and determine their eligibility for using Paratransit services. If the client is not entered into Scrip Tracking, rides cannot be scheduled with Mobility Master. Clients are first entered into Scrip Tracking; their eligibility is established and the rider's information is then transferred to Mobility Master for the purpose of scheduling rides. Scrip Tracking is the primary interface to enter all pertinent client data details and then it is transferred to Mobility Master. Scrip Tracking software also tracks all sales of paratransit taxi scrip and associated data management.

Before the PDCS interface is active, Trapeze will create an interface with the current Scrip Tracking component of MM that will automatically import client information as defined in the final specification into the TRAPEZE-DR system as it is updated or created within the Scrip Tracking component. After the PDCS interface has been deployed and is active, Trapeze will interface to support the Debit Card system as herein

described.

With the activation of the PDCS interface, the current Scrip Tracking component will be decommissioned and the Trapeze-DR software will be employed to administer the eligibility functions through the adjunct Certification module being licensed through this agreement. The interface function between TRAPEZE-DR and the DCS will be an export from TRAPEZE-DR in the required format each time a client record is created, updated or edited.

TRAPEZE-DR Upgrades

Contractor warrants that all future upgrades to TRAPEZE-DR shall be incorporated into this version of TRAPEZE-DR and be compatible with all aspects of the previous TRAPEZE-DR version including custom features, by ensuring customizations developed pursuant to this agreement become features/functions of the off-the-shelf system.

As such, Contractor warrants that they will be subjected to the same quality control and testing systems as all Trapeze products before they are released to users and thus warrant that all upgrades shall be integrated to work smoothly and without problem, interruption or failure.

TRAPEZE-DR Customization for San Francisco

All custom features offered as part of this TRAPEZE-DR installation, either as part of this agreement, including but not limited to those agreed to by the parties after the completion of the OR, shall be tested and certified as working properly by the COTR and without problems, interruptions or failure. All customized features shall be documented as part of the end-user's manual required by Section VI paragraph 15 of this agreement, and updated annually and shall be delivered as part of the project and accepted by the COTR as described in Paragraph VI herein.

IV. Project Schedule and Term

Except as otherwise provided in Attachments IV and V of this agreement, the term of this Agreement shall be from the date of the first, limited Notice to Proceed and shall continue through June 30, 2010 unless earlier terminated.

The implementation of the Trapeze -DR software is anticipated to be completed by September 22, 2009, after conditional system acceptance has been given by the COTR. Then 45 days later, on or around October 10, 2009, full system acceptance will be given by the COTR, contingent on correction or repair of all operational problems previously identified by the COTR. Veolia, through its COTR may modify or update the specific

tasks, including steps and procedures, as needed to accommodate proper completion of deliverables but may not modify the overall project schedule. Adherence to the project schedule will be determined by measuring each deliverable's actual completion date with the due date for each deliverable listed in Section VI of this Attachment.

V. Payment Schedule

The total project cost may not exceed \$247,321 unless this contract is modified under the terms and conditions described in Section 2 of Attachment II to this contract. The COTR may not modify the total cost of this contract nor the deliverables or work described herein without written amendment to this agreement by the Veolia Contracting Officer (CO). A retainage totaling 10% (ten percent) of the total cost of the project shall be held by Veolia and paid within 30 days of full system acceptance by the COTR. Trapeze may invoice pursuant to the following schedule:

1. \$13,500 plus the cost of approved travel 30 days after the first NTP and upon completion of the Operational Review (OR) and submission of required reports unless the Veolia COTR, after completion of the OR and based on the OR's final report, decides to terminate this agreement as described in Paragraph 1, Section VI (Project Deliverables), of this Attachment I;
2. \$52,610 after 45 days from issuance of the second notice to proceed unless the COTR has determined that a proportional amount of anticipated deliverables have not been started or completed.
3. \$52,610 from the 75th day from the second notice to proceed unless the COTR has determined that a proportional amount of anticipated deliverables have not been completed or started.
4. \$52,610 from the 100th day from the second notice to proceed unless a proportional part of anticipated deliverables have not been completed or started.
5. \$52,663 after ten (10) days have passed from conditional system acceptance unless a proportional part of anticipated deliverables have not been completed or started.
6. Retainage equivalent to 10% of the total project cost or \$23,382 within 30 days from final full system acceptance.

VI. Project Deliverables

The key deliverables and their respective due dates are itemized below.

1. As it is part of Contractor's business practice to conduct an "Operational Review" (OR) as part of the initial part of the migration process, this agreement provides for the OR to be conducted during the first 45 days of contract performance. Following execution of this Agreement, Veolia will give Trapeze a limited NTP for the OR (only). The OR shall consist of a thorough review of the current software system, its functionality and its operation by multiple end-users with specific and detailed analysis given to currently required functionality of the eligibility, complaint processing, and accounting functions as well as the typical routing & scheduling functions and reports availability compared to the proposed solutions dated August 25, 2006 and November 15, 2007 functionality of the system described in the Proposal.

At the conclusion of the OR, Contractor shall furnish Veolia with a clear summary of its findings, including but not limited to how the TRAPEZE-DR, Certification module & Complaint module will perform the identified key and essential functions from both Mobility Master & Scrip Tracking. Further, Trapeze will identify any additional functionality that is needed but not currently a part of its proposal or deliverables included in this agreement. Following completion of the OR report, The two parties shall discuss and negotiate, if necessary, any additional cost for the needed or desired functionality before any further work under this agreement is undertaken. Veolia reserves the right to terminate this agreement upon completion of the OR without any further obligation to Trapeze except for payment of the cost of the OR and any approved travel. In such event, notwithstanding the cost provided for in paragraph 1, Article V, Payment Schedule, the cost of the OR shall not exceed \$21,000 plus the cost of approved travel (one trip) if Veolia decides, after the OR is completed and the OR report finalized, to terminate this agreement in accordance with the terms herein described. If this agreement is not terminated by Veolia after receiving the OR report, the total project price for this project as agreed to in December 2007 shall remain the total project price to be paid by Veolia; not including the cost for any new software modifications agreed to by both parties after the OR is completed. Any further work to be performed by Contractor on this project after the OR will be triggered by the issuance of a second and final NTP by Veolia.

Upon satisfactory completion of the OR and acceptable resolution of any open issues, Veolia will issue to Trapeze a final NTP. During the OR, Contractor shall understand the current software systems and understand key & essential current functionality and processes to be replicated by TRAPEZE-DR or the adjunct Complaint & Certification modules prior to issuing the final OR report and proceeding with the installation and deployment of TRAPEZE-DR software to ensure uninterrupted operation. No later than October 31, 2008, the parties will document an agreed-upon final migration plan with timelines for project completion, including data transfer, interim acceptance testing, customization, RED interface, training, successful pilot period and final acceptance. Contractor shall ensure that the OR includes a discussion with Veolia to understand current

reports and any additionally needed reports to see what will be satisfied by current TRAPEZE-DR standard reports, the design of the five (5) custom reports and the need for any additional customized reports;

To be completed within 45 days of first NTP

2. After the final NTP is issued, Contractor shall develop an Application Programming Interface (API) between Contractor's Trapeze-DR software and the planned PDCS (as described in Section III of this Attachment I). To the extent possible, this deliverable is required to take advantage of the Contractor's Trapeze-DR interface development tool and feature and to aid in avoiding the modification of base software code or the development of external elements to satisfy this requirement. Contractor shall identify, track, resolve and implement appropriate user interface features and functionality to satisfy all functional and technical requirements. This deliverable must include at a minimum an API development plan and process; API testing and documentation once it is developed; and API installation and configuration.

In the event that the Trapeze-DR software will not properly interface with the PDCS software, then Veolia will direct Contractor and the PDCS contractor to resolve the problem

The API will be developed and agreed upon by the parties prior to design. The API will be based on XML and an ICD and documentation will be provided to the PDCS contractor. Prior to implementation in the production environment, acceptance testing will be completed with the participation of Contractor, PDCS, Veolia and the SFMTA. Acceptance testing will be based on the final acceptance test plan created during the operational review.

Any issues that arise with the API during the production use will be resolved through the Trapeze customer care program described in Attachment V.

To be completed substantially by the 30th day after the second NTP and be completely tested and accepted by the COTR within 20 days of that date.

3. Contractor shall help develop and agree to a "sign off" list of tasks, including steps to be completed and functionality to be implemented, and any customization as part of the migration from MM and the eligibility functions of Scrip Tracking to TRAPEZE-DR including all actions required of SF Paratransit staff for the performance of this agreement;

To be completed within 21 days from the second NTP

4. Contractor shall identify the necessary geographic database to be used by TRAPEZE-DR, and shall procure, install and test such database to meet the functionality standards of this agreement;

To be completed within 30 days of the second NTP

5. Contractor shall ensure TRAPEZE-DR accepts all existing MM geographic data coordinates for client records or can usefully translate these data coordinates and all existing passenger trip histories and store them to the appropriate TRAPEZE-DR data storage location for ongoing use and reference;

To be completed within 30 days of the second NTP

6. Contractor shall prepare all client, trip, route, vehicle and historical data stored in the current, existing MM database for smooth electronic transfer of all fields into respective TRAPEZE-DR fields and including all historical trip data. Contractor shall ensure all Scrip Tracking Eligibility functionality (existing replication required) as agreed to and established following completion of Deliverable No. 1 and shall define and perform all necessary coding in advance of data transfer. For MM scrip transaction files and scrip historical files which are not to be transferred to TRAPEZE-DR, Contractor shall ensure such data is to be retained for future reference and available for easy access for at least 1 year after the initial data transfer is complete;

To be completed within 50 days of the second NTP

7. Contractor shall conduct a successful transfer of all data to TRAPEZE-DR including all current and indicated client master files, standing order files and other necessary data files;

To be completed within 50 days of the second NTP

8. Contractor shall test system for performance including all reports and customized features, including but not limited to, client eligibility custom features, custom reports, standard reports, bill codes, passenger codes, trip status codes, fare codes, and client needs codes;

To be completed within 60 days of the second NTP

9. Contractor shall install TRAPEZE-DR on servers described in Section III and in a manner approved by Veolia to ensure the smoothest transition and ongoing operation, and shall begin to outline and prepare all training materials for end-users;

To be completed within 20 days of the second NTP

10. Contractor shall perform TRAPEZE-DR end-user training for Broker staff (up to 10 people);

To be completed within 75 days of the second NTP

11. Contractor shall perform TRAPEZE-DR end-user training for designated staff of Veolia's subcontractors (up to 10 people);

To be completed within 80 days of the second NTP

12. Contractor shall work with Veolia to set up all users and rights;

To be completed within 80 days of the second NTP

13. Contractor shall work with Veolia and Veolia subcontractor staff to set up all user-defined elements of TRAPEZE-DR software (driver shifts, vehicle types, holidays, etc.);

To be completed within 50 days of the second NTP

14. Contractor shall perform a one-week on site PILOT testing period of TRAPEZE-DR software at both the Broker facility and Contractor facilities as indicated;

Scheduled to begin within 90 days of the second NTP

15. Contractor shall prepare and deliver 10 bound hard copies and one electronic copy of an end-users guide and two bound hard copies and one electronic copy of a system administrator's guide, including all documentation of customized features;

To be completed by the 100th day of the second NTP

16. Contractor shall meet with Veolia to review performance of TRAPEZE-DR software, functionality of software, customization of software, etc., in preparation for full system acceptance;

Scheduled to begin on or around June 1, 2009

17. Once software is fully operating and while Paratransit Debit Card system administration software is being selected, Contractor shall ensure that all Mobility Master Client File registration's current functionality and additionally needed customization is finalized in the TRAPEZE-DR software, including RED interface, in preparation for take over by TRAPEZE-DR of all MM operations and shall

ensure that such TRAPEZE-DR software effectively interfaces with Paratransit Debit Card Software System.

Scheduled to begin on or around June 30, 2009

VII. Other Matters

1. Liquidated Damages

a) Subject to the procedure set out in subsection (c) below, upon failure by Contractor to meet the following milestones in the Implementation Schedule:

Completion of tasks 6, 7, 8 and 14 of Section VI of this Attachment.

Contractor shall be subject to charges for liquidated damages and not as a penalty in the amount of one-hundred dollars (\$100) for each and every business day of delay up to a maximum of \$4,000.

b) The sum of liquidated damages (if any) will be deducted from the payments to be made to the Contractor. Whatever sum of money may become due and payable to Veolia by the Contractor under this Section may be retained out of money belonging to the Contractor in the hands and possession of Veolia. It is agreed that this Section shall be construed and treated by the parties of this Agreement as liquidated damages to compensate Veolia because of the failure of the Contractor to complete said work fully as specified in this Agreement.

c) Prior to assessing liquidated damages, Veolia must provide the Contractor written notice of the amount and the specific grounds for the intended assessment within five (5) business days of its intent to claim Liquidated Damages. Within 10 business days of the issuance of such written notice, the Contractor shall have the right to submit a written statement of any reasons that liquidated damages should not be assessed, citing specific facts and any pertinent laws or contract provisions that support Contractor's position. Veolia shall respond to Contractor's statement in writing within 10 business days, citing specific facts and any pertinent laws or contract provisions that support Veolia's position. Contractor shall also have the right to submit a revised Implementation Schedule. This Liquidated Damages Section shall apply to any mutually approved revised Implementation Schedule.

Any final payment (or offset) of liquidated damages by Veolia, upon written request by either party, may be made subject to the following dispute resolution procedure:

- 1) A meeting between the Veolia General Manager and an authorized senior member of the Contractor's Executive Team (CFO, President, etc.) shall be immediately effected to expedite a resolution.
- 2) If Step 1 is unsuccessful, parties may (if both agree) employ a mutually agreed upon California based, American Bar Association approved mediator. In said case, the losing party shall pay the cost of the mediator.

In such event the liquidated damages shall not be paid by Contractor, or withheld from payment by Veolia, nor shall Veolia be in breach of contract for withholding payment in the amount of the disputed liquidated damages, until such time as the dispute resolution procedure has concluded, but this shall not preclude Veolia making any and all other payments due to Contractor.

d) If the Contractor's delay or failure to meet the dates in the implementation schedule is caused in whole or in part by a delay or failure to perform by SFMTA, Veolia Transportation or its contractors, or by any event in the nature of Force Majeure, then the Contractor shall be entitled to an automatic extension of time equal to the period of such delay prior to the application of any liquidated damages. Notwithstanding anything to the contrary, no liquidated damages may be assessed in these circumstances described in this Section VII, paragraph 1(d) until the revised Implementation Schedule is agreed to in writing by both parties.

e) Liquidated damages shall not apply to the 100% error-free running of customizations. Given the nature of customized software, it is impossible for the Contractor to anticipate and remedy all possible errors until the software is being used operationally.

2. Travel Policy

All Contractor's travel under this Agreement shall be approved in advance by Veolia. All Contractor's travel shall be undertaken in accordance with SFMTA travel guidelines (to be furnished). Meals will be reimbursed on a per diem basis using the latest Federal government per diem rates for travel to the City of San Francisco. Contractor's employees (or its contractors) assigned to this project will lodge at the Hotel Whitcomb, if available, using a government rate.

Appendix One

List of Client Specific Information stored in Scrip Tracking

Provided separately on DVD

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

Except as otherwise provided in Attachments IV and V, either Party may terminate this agreement without cause upon thirty (30) days written notice to the other party. Upon such termination without cause, Provider 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 Provider. Provider 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

Either party may terminate this Agreement for default, in accordance with this paragraph, if the other party 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 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 party fails to cure the default or submit a plan for curing the default which is acceptable to the other party before the expiration of the ten (10) day cure period, the Agreement shall be terminated upon the expiration of the cure period and the terminating party 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, which shall not be unreasonably withheld.

6. Auto Liability Insurance

Provider 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 Provider or supplied to Provider by Veolia, the

Funding entity or some other party. Auto liability insurance shall provide minimum limits of two one million dollars (\$1,000,000) 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 Provider, 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. Provider 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 Provider 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

Provider shall obtain Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000) 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, 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 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 Provider 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) indicating that Veolia, the Funding Entity and any subcontractors are included as additional insureds on said policy. 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

Trapeze shall indemnify Veolia and the Funding Entity as provided in the Trapeze License Agreement (Attachment IV).

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's 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.

Veolia
ATTACHMENT III

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

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.

**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 (c) 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. Title VI Civil Rights Act of 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, disability, religion, color, sex, age, or national origin.

(d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Veolia, the Funding entity, or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required and the information is in the exclusive possession of another who fails to or refuses to furnish this information, the Contractor shall so certify to Veolia, the Funding entity or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provision of this Agreement, Veolia shall impose such contract sanctions as it or the Funding entity or FTA may determine to be appropriate, including, but not limited to:

(1) Withholding of payment to the Contractor under the Agreement until the Contractor complies; and/or

(2) Cancellation, termination or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provision. The Contractor shall include the provision of paragraphs (a) through (f) of this clause in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Veolia, the Funding Entity or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Funding Entity to enter into such litigation to protect the interests of the Funding entity and, in addition, may request the Attorney General of the United States to enter into such litigation to protect the interests of the United States.

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;

(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.

Attachment IV
SOFTWARE LICENSE AGREEMENT

This Agreement effectively made this 31st day of October, 2008, between:

Name and Address of Licensor:

Trapeze Software Group, Inc, an Arizona corporation
("Trapeze"), with its principal place of business at:

8360 East Via de Ventura, Suite L-200
Scottsdale, Arizona 85258
United States of America

Name and Address of Licensee:

City and County of San Francisco ("Licensee"), a
municipal corporation with its principal place of
business at:

City and County of San Francisco
Municipal Transportation Agency
1 South Van Ness Ave.
San Francisco, CA, 94103
United States of America

This Agreement represents the complete and exclusive agreement between Trapeze and Licensee concerning Licensee's use of the Software and all related matters and supersedes all prior agreements, negotiations, or understandings between Trapeze and Licensee in any way relating to these matters. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the documents listed in Exhibit B, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written agreement signed by both parties.

Trapeze and Licensee acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

TRAPEZE SOFTWARE GROUP, INC.

LICENSEE

Signature:

Name: Colin McKenzie

Title: General Manager

Signature:

Name: Nathaniel P. Ford, Sr.

Title: Executive Director/CEO

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- "Agreement" this software license agreement effectively made as of the 29th day of October, 2007, between Trapeze and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
- "Authorized User" the third party operator of the Software authorized by the Licensee, and must have signed and returned a Form 1;
- "Documentation" the user documentation pertaining to the Software as supplied by Trapeze;
- "Form 1" the template document attached as Exhibit C, that must be completed and fully executed as part of the process to specify an Authorized User;
- "Gross License Fees" the license fees before discount for the Trapeze-DR Paratransit Suite Software, and the Malteze Database which only includes Trip Booking/Scheduling/Dispatch, Coordinated Transportation (Security), Mobility Master Client Import Interface, Complaints, Workstations and REDS Interface (export and import). These license fees total, before taxes, \$187,500.
- "Licensee" the City and County of San Francisco, a municipal corporation with its principal place of business at Municipal Transportation Department, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, California, U.S.A. 94102-4685;
- "Licensee Terms and Conditions" the terms and conditions as identified in Exhibit D of the Agreement;
- "Maintenance Agreement" the agreement effectively made as of the 29th day of October, 2007, between Trapeze and Licensee setting out the terms and conditions by which Trapeze agrees to supply long-term maintenance and support services related to the use of the Software by Licensee, and the attached exhibits;
- "Software" the certain software as identified in Exhibit A of this Agreement;
- "Summary of Proposed Pricing" the summary of pricing information related to the Software, as annexed to Exhibit B;
- "Trade Secrets" the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of Trapeze.

2. License Trapeze grants to Licensee a perpetual, personal, non-transferable and non-exclusive license restricted for use by Licensee at their place of business:

- (a) to use one production copy of the executable code version of the Software in the form supplied by Trapeze, on hardware approved by Trapeze, and in accordance with the further specifications set out in Exhibit A hereto; and
- (b) to use the Documentation, but only as required to exercise this license.

Licensee may make two back-up copies of the Software. Licensee may use the production copy of the Software solely to process Licensee's proprietary data. The Software may not be used on a service bureau or similar basis to process data of any third parties.

An Authorized User shall be allowed to operate and use the software solely on behalf and for the exclusive benefit of the Licensee as long as they have been authorized to do so by the Licensee and have signed and returned a copy of the Form I, attached hereto, to Trapeze.

The license to use the Trapeze™ Malteze Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of Trapeze software components. Unless expressly included herein, all other access rights to the Trapeze™ Malteze Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Trapeze™ Malteze Transit Database.

Licensee will not attempt to reverse compile, disassemble, or otherwise reverse engineer all or any part of the Software. Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee will have no further rights to use the Software or Documentation. Licensee will not copy, reproduce, modify, adapt, translate or add new features to the Software or the Documentation without the express written consent of Trapeze. Licensee will not permit disclosure of, access to, or use of the Software or the Documentation by any third party unless authorized in writing by Trapeze.

3. Services As itemized in the Summary of Proposed Pricing, Trapeze will perform for the benefit of Licensee services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training and additional services.

4. Acceptance Procedure Upon completing the delivery, installation, and testing of the Software, Trapeze will notify Licensee in writing. Licensee will then have thirty (30) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless Trapeze receives prior written notice outlining the nature of the perceived defects in the Software.

Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. Without limiting the foregoing, the Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. Upon the deemed acceptance of the Software in accordance with this paragraph, Licensee will provide Trapeze with a written acknowledgement to confirm such acceptance.

5. Payment Trapeze will invoice Licensee for the Software license fee(s) as set out in and according to the Summary of Proposed Pricing attached as Exhibit B. The full amount of the license fee is set out in Exhibit A. Trapeze will invoice Licensee monthly for the Services provided, in accordance with the Summary of Proposed Pricing. The totals amounts due for all service fees and modifications fees, as those fees are set out in the Summary of Proposed Pricing, are firm fixed amounts and will be invoiced on that basis. Trapeze will also invoice Licensee monthly for related expenses that will be calculated based on actual expenses incurred. Expenses related to the Services are not to exceed those amounts set out in the Summary of Proposed Pricing. Subject to receipt of an accurate invoice, Licensee will pay invoices within thirty (30) days of receipt. Licensee will be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

6. Trade Secrets Licensee acknowledges that the Trade Secrets are owned by Trapeze or Trapeze has the applicable rights of use and Licensee will maintain the Trade Secrets in strict confidence and not disclose the Trade

Secrets to any third party without Trapeze's prior written consent. These obligations of confidentiality will survive termination of this Agreement.

7. Media and Publication Upon reasonable notice and consultation with the Licensee, Trapeze shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

8. Warranty Trapeze warrants the Software to operate in all material respects as specified in the Documentation up until the date upon which the Software is first put into operational and functional use, as defined in the "Acceptance Procedure" paragraph herein. The sole remedy of Licensee for any breach of this warranty will be to require Trapeze to use reasonable efforts to correct, at its own expense, any defects in the Software that are brought to Trapeze's attention by Licensee.

This warranty is in lieu of all other warranties, conditions or other terms, express or implied, concerning the Software. It explicitly excludes any other warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, Trapeze does not warrant that: (i) the Software will meet any or all of Licensee's particular requirements; (ii) that the operation of the Software will operate error free or uninterrupted; or (iii) all programming errors in the Software can be found in order to be corrected.

9. Indemnity Trapeze will defend and indemnify Licensee in respect of any loss, cost, damage, injury, liability and claim brought against Licensee by a third party based on the claim that the Software infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full control of any defense. If all or any part of the Software becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either modify the Software to make it non-infringing, so long as it continues to perform in a functionally equivalent manner, procure for Licensee the right to continue to use the Software, direct Licensee to cease use of the infringing portion of the Software, and substitute equivalent non-infringing software which performs in a functionally equivalent manner, or if none of the foregoing is economically possible, refund to Licensee the fees paid to Trapeze applicable to the infringing portion of the Software, less a reasonable amount for Licensee's use of the infringing portion up to the time of the refund. This is Trapeze's entire liability concerning intellectual property infringement. Trapeze will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee, or use of the Software in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Software contrary to this Agreement or the Documentation.

10. Exclusion of Liability

a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

c) Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with

the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) Trapeze's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the Software Maintenance Agreement, or the use of the Software (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited to the amount of the Gross License Fees.

(e) Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

- i) incidental or consequential damages, whether foreseeable or not;
- ii) special damages even if Trapeze was aware of circumstances in which special damages could arise;
- iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

11. Termination

(a) The license granted by this Agreement is perpetual unless it is terminated for default or breach of the license terms and conditions.

(b) Trapeze has the right to terminate the license granted under this Agreement if Licensee is in default of any term or condition of this Agreement, and fails to cure such default within seven (7) days after receipt of written notice of such default. Without limitation, the following are deemed Licensee defaults under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

(c) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

(d) If the license granted under this Agreement is terminated, Licensee will immediately return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to Trapeze that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Trapeze or destroyed.

12. Force Majeure Trapeze will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond Trapeze's reasonable control, provided that Trapeze notifies the Licensee of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

13. Assignment This Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the prior written consent of Trapeze.

14. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

15. Third Parties No party other than Licensee shall be licensed to use the Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the Software by certain designated third party service providers, the Licensee shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the Software and obligations of confidentiality. Trapeze does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

16. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this section.

17. Audits Trapeze may perform audit(s) on the use of the Software and Documentation upon giving Licensee written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

19. Licensee Terms and Conditions. The terms and conditions listed in Exhibit D "Licensee Terms and Conditions" are also terms and conditions of this Agreement. Unless specified otherwise, where there are conflicts between the terms and conditions of Exhibit D and the terms and conditions in the main body of the Agreement, the terms and conditions of the body of the Agreement shall prevail.

EXHIBIT A

Item	Licensed Product	Product Description	Configuration	Gross License Fee	License Date
1.	TRAPEZE-DR	Trip Booking, Reservations, Scheduling and Dispatch System	Base Station	waived	Effective date of this Agreement
2.	TRAPEZE-DR CERT	Desktop tool to automate the administration of the certification program and integrate this effort with client data maintained through Trapeze-PASS.	Base Station	waived	Effective date of this Agreement
3.	TRAPEZE-DR COM	Customer Complaints and Commendations	Base Station	waived	Effective date of this Agreement
4.	TRAPEZE Seat Licenses	Concurrent workstations for any of the licensed applications (DR/CERT/COM)	15 licenses	waived	Effective date of this Agreement
5.	API Debit Interface	Special Export Interface – designated client information to debit card central system	Base Station	waived	Effective date of this Agreement
6.	RED Client System Interface	Import interface with clients current Client Management System	Base Station	waived	Effective date of this Agreement
7.	Trapeze-Malteze Database	For the purposes of Report Writing only	Network	Included	Included
	TOTAL			\$0	

1. Licenses are provided for an operation of up to 1,725 average weekly booked trips and 13,255 active clients, and up to 15 concurrent workstations.
2. Third Party Runtime licenses, if required to operate the Software, are not included.
3. Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Malteze Transit Database) designed by and proprietary to Trapeze, configured for the current Oracle database engine.
4. Third Party data, hardware and system/operating software are not included within the license granted under this Agreement and are not included in the License fees.

5. Upon request, Trapeze will assist in reviewing hardware specifications, however the Licensee is responsible for purchasing hardware and any other pre-requisite products. Any hardware that must be tested by Trapeze may require additional service days not included in this Agreement.
6. Any components may be operated on any of the licensed workstations within a configuration approved by Trapeze. Licenses for additional local or remote workstations may be purchased at the then current rates.

Exhibit B

Summary of Proposed Pricing

Item	Description	NOVUS	Complaints	Eligibility	Debit Interface
1.	License Fees	187,500	29,375	34,500	34,500
2.	Implementation Services	81,000	27,675	33,413	
3.	Client Specific Customization	60,750	-	30,983	13,500
4.	Expenses				
5.	Purchase Incentives	(187,500)	(29,375)	(34,500)	(34,500)
	Total (US \$)	\$141,750	\$27,675	\$64,395	\$13,500

EXHIBIT C "FORM 1"

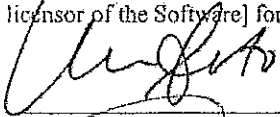
Form 1

Operator Designation

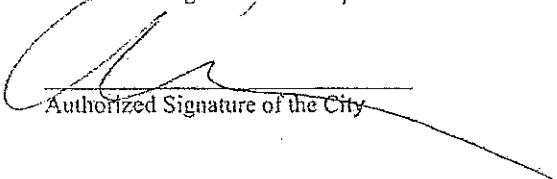
Date: 10-31-2008

The undersigned corporation Veolia Transportation (the "Operator"), has been designated by the City and County of San Francisco (the "City"), a municipal corporation with its principal place of business at City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, California 94102-4685, to act as the using operator of the Trapeze Trapeze-DR Software (the "Software") licensed under the License Agreement (the "Agreement") dated October 31st, 2008, exclusively for the benefit of the City.

The Operator agrees to be bound by the terms and conditions of the Agreement and the related Maintenance Agreement [also dated October 31st, 2008], and directly responsible to Trapeze Software [the licensor of the Software] for conforming to said terms and conditions.


5/7/09

Authorized Signature of the Operator



Authorized Signature of the City

Operator Termination

Date:

The City has terminated the Operator listed on this Form 1 as of _____, and said Operator is no longer designated as the Operator of the Software.

Authorized Signature of the City

EXHIBIT D "LICENSEE TERMS AND CONDITIONS"

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

* * *

Guaranteed Maximum Costs

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.

c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification

by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

* * *

Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

* * *

Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

* * *

Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor.

* * *

Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse

or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use or misuse of such equipment.

* * *

Indemnification and General Liability

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except to the extent that such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

* * *

Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN ATTACHMENT I, PARAGRAPH V. OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

* * *

Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

* * *

Protection of Private Information

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(1) The disclosure is authorized by this Agreement;

(2) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(3) The disclosure is expressly required by a judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

d. Any failure of Contractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

* * *

Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the

State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

* * *

Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

* * *

Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

* * *

Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Attachment V
SOFTWARE MAINTENANCE AGREEMENT

This Agreement effectively made this 31st day of October, 2008, between:

Name and Address of Licensor:

Trapeze Software Group, Inc, an Arizona corporation
("Trapeze"), with its principal place of business at:
8360 East Via de Ventura, Suite L-200
Scottsdale, Arizona 85258
United States of America


Name and Address of Licensee

City and County of San Francisco ("Licensee") with its
principal place of business at:
City and County of San Francisco
Municipal Transportation Agency
1 South Van Ness Ave.
San Francisco, CA, 94103
United States of America

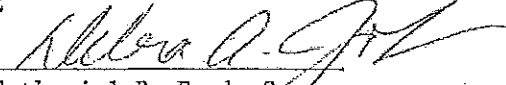
This Agreement represents the complete and exclusive agreement between Trapeze and Licensee concerning long term support and maintenance services and all related matters and supersedes all prior agreements, negotiations, discussions or understandings between Trapeze and Licensee in any way relating to these matters. No other terms, conditions, representations, warranties or guaranties, whether written or oral, express or implied shall form a part of this Agreement or have any legal effect whatsoever. This Agreement may not be modified except by a later written agreement signed by both parties.

Trapeze and Licensee acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions.

TRAPEZE SOFTWARE GROUP, INC.

Signature: 
Name: Colin McKenzie
Title: General Manager

LICENSEE

Signature: 
Name: Nathaniel P. Ford, Sr.
Title: Executive Director/CEO

TERMS AND CONDITIONS

NOW THEREFORE the parties agree as follows:

1. Definitions In this Agreement, unless the context requires otherwise, the capitalized words set out below shall have the following meanings:

"Agreement"	this software maintenance agreement effectively made as of the 29 th day of October, 2007, between Trapeze and Licensee, setting out the terms and conditions by which Trapeze agrees to supply maintenance and support services to Licensee related to the use of the Software by Licensee, and the attached exhibits;
"Confidential Information"	all information obtained by the parties from each other under this Agreement, but does not include any information, which at the time of disclosure is generally known by the public.
"License Agreement"	the software license agreement effectively made as of the 29 th day of October, 2007, between Trapeze and Licensee, and the attached exhibits;
"Licensee Terms and Conditions"	the terms and conditions as identified in Exhibit B of the Agreement;
"New Product"	any update, new feature or major enhancement to the Software that Trapeze markets and licenses for additional fees separately from Upgrades;
"Upgrades"	generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

All other capitalized words or phrases in quotations marks as used in this Agreement shall have the same meaning as in the License Agreement.

2. Maintenance and Support Services Trapeze agrees to provide the following software maintenance and support services during the term of this Agreement:
 - (a) Trapeze will maintain the Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the Software set out in the Documentation.
 - (b) If Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 8 a.m. to 8 p.m. EST. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website.
 - (c) Trapeze will provide written updates to Licensee detailing the Upgrades of the Software and New Products.
 - (d) At Licensee's request, Trapeze shall provide Licensee with Upgrades of the Software at no additional charge.
 - (e) Licensee shall be entitled to acquire a license to New Products for Trapeze's then current license fees. Software Upgrades and New Products will be provided with updated Documentation where available and appropriate.
3. Extras The support services shall not include, and Licensee shall pay additional fees for, any and all consulting, implementation, customization, education and training related services.
4. Fee Licensee shall pay an annual maintenance fee to Trapeze as provided in Exhibit A. This fee shall be subject to change as set out in Exhibit A. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services in accordance with Exhibit A. The Purchase Order shall be governed by the terms and conditions of this Agreement.
5. Restricted Use All Documentation, Upgrades, New Products, and any other materials provided to Licensee under this Agreement will be subject to the same terms and rights of use as apply to the Software and Documentation under the License Agreement.
6. Remote Access Licensee shall at its expense and at Trapeze's request provide Trapeze with the right of remote access to Licensee's computers on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software and provide maintenance and support services under this Agreement.
7. Extra Fees, Interest on Overdue Accounts and Taxes Trapeze will invoice Licensee for any services outside the scope of this Agreement (including installation, customization, training and other services) and related expenses on a monthly basis for such services performed and expenses incurred during each month. All such services shall be performed under a written work order to be agreed to by both parties. Licensee will also be responsible for payment of all taxes and other levies, including sales and use taxes, and this obligation shall survive termination of this Agreement.
8. Confidentiality The parties will not disclose Confidential Information to third parties, without the prior written consent of the other party.
9. Term The initial term of this Agreement shall be for a period of one (1) year commencing on the date of the warranty period set out in the "Warranty" paragraph of the License Agreement, and it shall be renewed upon Licensee's written renewal notification as long as Licensee remains licensed by Trapeze to use the Software, unless earlier canceled in writing by either party at any time upon 90 days written notice. Licensee shall provide written renewal notification no later than 60 days before expiration of the annual maintenance term. If this Agreement is terminated by Licensee or is not renewed annually by provision of the written renewal notification, Licensee acknowledges there may be additional costs and fees associated with and the issuance of a new Software Maintenance Agreement.
10. Termination
 - (a) This Agreement shall automatically terminate within thirty (30) days if Trapeze or Licensee terminates the License Agreement.

- (b) Either party has the right to terminate this Agreement if the other party fails to perform any obligation hereunder, and if such default has not been cured within fifteen (15) days after receipt of notice of such default.
 - (c) Either party may terminate this Agreement by written notice if the other party becomes insolvent or bankrupt.
 - (d) The obligations of each party pertaining to Confidential Information and taxes shall survive the termination of this Agreement.
11. Force Majeure Trapeze shall not be responsible for, and its performance of obligations shall automatically be postponed as a result of, delays beyond Trapeze's reasonable control, provided that Trapeze notifies the Licensee of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.
12. Limited Warranty Trapeze warrants that during the term of this Agreement, it will maintain the Software in accordance with the terms and conditions of this Agreement, based on the professional standards that it utilizes for all of its customers in the transit industry within North America.

Except as explicitly stated in this Agreement, there are no conditions, warranties or other terms binding on the parties concerning the services contemplated under this Agreement. This Agreement excludes any condition, warranty or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including any implied warranties or conditions of quiet usage, merchantability, merchantable quality and fitness for a particular purpose, or from the course of dealing or usage of trade (as allowed by law). In particular, Trapeze does not warrant that: (i) the Software will meet any or all of Licensee's particular requirements; (ii) that the operation of the software will operate error free or uninterrupted; or (iii) all programming errors in the software can be found in order to be corrected.

13. Exclusion of Claims and Liability

- a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.
- b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.
- c) Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:
 - (i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or
 - (ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.
- (d) Trapeze's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the Software License Agreement, or the use of the Software (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited to the amount of the Gross License Fees paid by Licensee.

(e) Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

- i) incidental or consequential damages, whether foreseeable or not;
- ii) special damages even if Trapeze was aware of circumstances in which special damages could arise;
- iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

14. Assignment This Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.

15. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of state of Arizona.

16. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this section

17. Licensee Terms and Conditions. The terms and conditions listed in Exhibit B "Licensee Terms and Conditions" are also terms and conditions of this Agreement. Unless specified otherwise, where there are conflicts between the terms and conditions of Exhibit B and the terms and conditions in the main body of the Agreement, and the terms and conditions of the main body of the License Agreement, the terms and conditions of the body of the Agreement and the terms and conditions of the main body of the License Agreement shall prevail.

EXHIBIT A

Item	Licensed Product	Product Description	Configuration	Initial Maintenance Fee	First Year Maintenance Fee (i.e. Warranty Fee)
1.	TRAPEZE-DR	Trip Booking, Reservations, Scheduling and Dispatch System	Base Station	\$37,500	Upon operational and functional use
2.	Complaint Module	Customer Complaints and Commendations	Base Station	\$5,875	Upon operational and functional use
3.	Certification Module	Desktop tool to automate the administration of the certification program and integrate this effort with client data maintained through Trapeze-DR.	Base Station	\$6,900	Upon operational and functional use
4.	Trapeze Seat Licenses	Concurrent workstations for any of the applications (Trapeze DR/CERT/COM)	15 licenses	Not Applicable	Upon operational and functional use
5.	API Debit Interface	Special Export Interface -- designated client information to debit card central system	Base Station	\$6,900	(optional -- but if taken, upon operational and functional use)
6.	RED Client System Interface	Import interface with clients current Client Management System	Base Station	\$4,000	Upon operational and functional use
7.	Trapeze-Malteze Database	For the purposes of Report Writing only	Network	Included	Included
	TOTAL			\$61,175	

* First year fee only. For all subsequent years, the annual maintenance fee, to be billed on the anniversary date of the first year, will be limited to an increase of no more than 5% of the first year cost.

Exhibit B "Licensee Terms and Conditions"

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

* * *

Guaranteed Maximum Costs

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
- c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

* * *

Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

* * *

Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

* * *

Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor.

* * *

Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use or misuse of such equipment.

* * *

Indemnification and General Liability

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except to the extent that such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

* * *

Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN ATTACHMENT I, PARAGRAPH V OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

* * *

Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

* * *

Protection of Private Information

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (1) The disclosure is authorized by this Agreement;
- (2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (3) The disclosure is expressly required by a judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person

from disclosing.

d. Any failure of Contractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

* * *

Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

* * *

Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

* * *

Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and

without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

* * *

Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Maintenance Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Maintenance Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Maintenance Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to

the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Maintenance Agreement.

b. Payment of Taxes and Other Expensed. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Maintenance Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Maintenance Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Maintenance Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Maintenance Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.



APPENDIX D

FTA REQUIREMENTS FOR PERSONAL SERVICES CONTRACTS

I. DEFINITIONS

A. Approved Project Budget means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the City is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.

B. Contractor means the individual or entity awarded a third party contract financed in whole or in part with Federal assistance originally derived from FTA.

C. Cooperative Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.

D. Federal Transit Administration (FTA) is an operating administration of the U.S. DOT.

E. FTA Directive includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.

F. Grant Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.

G. Government means the United States of America and any executive department or agency thereof.

H. Project means the task or set of tasks listed in the Approved Project Budget, and any modifications stated in the Conditions to the Grant Agreement or Cooperative Agreement applicable to the Project. In the case of the formula assistance program for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. §§ 5307, 5310, and 5311, respectively, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require, to effectuate the requirements of the Grant Agreement or Cooperative Agreement.

I. Recipient means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the City.

J. Secretary means the U.S. DOT Secretary, including his or her duly authorized designee.

K. Third Party Contract means a contract or purchase order awarded by the Recipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.

L. Third Party Subcontract means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.

M. U.S. DOT is the acronym for the U.S. Department of Transportation, including its operating administrations.

II. FEDERAL CHANGES

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

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the City and County of San Francisco, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i)(11).

IV. DEBARMENT AND SUSPENSION

See Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

VI. CIVIL RIGHTS

A. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

VII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FTA)

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the FTA.

B. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor’s status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR Part 401.

C. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

VIII. RIGHTS IN DATA AND COPYRIGHTS (Applicable to contracts for planning, research, or development financed by FTA)

A. Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

B. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of this Agreement.

1. Publication of Data. Except for its own internal use in conjunction with the Agreement, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

2. Federal License. In accordance with 49 CFR §§ 18.34 and 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, "for Federal Government purposes," any subject data or copyright described below. As used in the previous sentence, "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party:

a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by City or Contractor using Federal assistance in whole or in part provided by FTA.

3. FTA Intention. When FTA awards Federal assistance for a experimental, research or developmental work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in the work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, research, or developmental work required by the underlying Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, research, or developmental work which is the subject of this Agreement is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined in Subsection a. above and shall be delivered as the Federal Government may direct. This subsection does not apply to adaptations of automatic data processing equipment or programs for the City's use the costs of which are financed with Federal transportation funds for capital projects.

4. Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Contractor shall not be

required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the Federal Government.

5. Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Application to Data Incorporated into Work. The requirements of Subsections (2), (3) and (4) of this Section do not apply to data developed by the City or Contractor and incorporated into the work carried out under this Agreement, provided that the City or Contractor identifies the data in writing at the time of delivery of the work.

7. Application to Subcontractors. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

C. Provision of Rights to Government. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

D. Flow Down. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to nonconstruction contracts in excess of \$100,000 that employ laborers or mechanics on a public work)

A. Overtime requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages – The City and County of San Francisco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to

be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

XI. CLEAN WATER REQUIREMENTS (applicable to all contracts in excess of \$100,000)

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XII. CLEAN AIR (applicable to all contracts and subcontracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.)

A. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XIII. PRIVACY

If Contractor or its employees administer any system of records on behalf of the Federal Government, Contractor and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act). Specifically, Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Government. Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

XIV. DRUG AND ALCOHOL TESTING

To the extent Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and

their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

XV. TERMINATION FOR CONVENIENCE OF CITY (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

XVI. TERMINATION FOR DEFAULT (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

XVII. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

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

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

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

XVIII. FLY AMERICA

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

XIX. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to

the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

XX. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (applicable to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator)

A. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection A, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this clause.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

APPENDIX E

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

SBE REQUIREMENTS

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

I. POLICY

The San Francisco Municipal Transportation Agency (SFMTA), recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted, a Small Business Enterprise (SBE) Program to implement the Disadvantaged Business Enterprise regulations in 49 C.F.R. Part 26 (the "Regulations"), issued by the Department of Transportation (DOT).

It is the policy of the SFMTA to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to SFMTA's construction, procurement and professional services activities. To this end, SFMTA has developed procedures to remove barriers to SBE participation in the bidding and award process and to assist SBEs to develop and compete successfully outside of the SBE program. In connection with the performance of this contract, the Contractor will cooperate with SFMTA in meeting these commitments and objectives.

Pursuant to 49 C.F.R. Section 26.13, the Contractor is required to make the following assurance in its agreement with SFMTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SFMTA deems appropriate.

A. Applicability

Pursuant to 49 C.F.R. Sections 26.3 and 26.21, the SFMTA, a recipient of federal financial assistance from the FTA, is required to implement an SBE Program in accordance with the Regulations. The Regulations are incorporated into this Program as though fully set forth herein. This Program applies to all SFMTA contracts that are funded, in whole or in part, by DOT federal financial assistance.

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 C.F.R. 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 SFMTA is responsible for adherence to this policy. The Director of the SFMTA Contract Compliance Office (CCO) shall be responsible for the development, implementation and monitoring of this program. It is the expectation of the Municipal Transportation Board of Directors and the Executive Director/CEO that all SFMTA personnel shall adhere to the provisions and the spirit of this program.

D. Prohibited Discrimination

SFMTA shall 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 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 status).

SFMTA shall 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 C.F.R. Section 26.13.

II. DEFINITIONS

Any terms used in SFMTA's SBE Program that are defined in 49 C.F.R. Section 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. An SBE is defined as follows:

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 and is certified under any of the following programs: the State of California's Small Business Program with the Department of General Services, the California Unified Certification Program with a U.S. Department of Transportation recipient, or the City and County of San Francisco's LBE program with the Human Rights Commission.

III. SBE PARTICIPATION AND SUBCONTRACTING REQUIREMENTS

A. SBE Participation Goal

There is a goal of 20% SBE participation of the total Administrative Expenses for this contract. This SBE goal will apply to the following types of contracts or scope of work in the contract, or as otherwise permitted by the Contract Compliance Office: 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 (to include professional and technical services); Surveying and Mapping; Drafting (Design Services); Landscape Architecture; Building Inspection; Machinery and Equipment Rental (Construction); Merchant Wholesalers, Durable Goods; Public Relations; and Telecommunications.

B. Determining the Amount of SBE Participation

The SFMTA strongly encourages the prime contractor to make every good faith effort to include SBEs to perform meaningful work in all aspects of the projects. To accomplish this goal, the following guidance is provided:

1. SBE Participation

SBE participation includes contracts (other than employee contracts) with SBEs for any goods or services specifically required for the completion of the work under the Agreement. An SBE may participate as a prime contractor/consultant, subcontractor/consultant, joint venture partner with a prime or consultant, vendor of material or supplies incorporated or expended in the work, or a supplier of other services such as shipping, transportation, testing, equipment rental, insurance services and other support services necessary to fulfill the requirements of the Agreement.

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 contractor 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

SBE participation includes that portion of the contract work actually performed by a certified SBE with its own forces. An SBE may participate as a prime contractor, subcontractor, joint venture partner, or vendor or supplier of materials or services required by the contract.

An SBE's participation can only be counted if it is performing a commercially useful function. An SBE is performing a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function.

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 work in dollars and the percentage of the total contract bid price. The Contractor shall also determine the total amount of SBE participation for the entire contract. The Contractor shall count SBE participation according to the following guidelines:

a. SBE Prime Contractor

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 Contractor.

b. SBE Subcontractor

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work (except for materials and supplies purchased or leased from the Prime Contractor) and reasonable fees and commissions charged for the services. Do not count any work subcontracted by an SBE subcontractor to another firm as SBE participation by said SBE subcontractor. 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 (except regular dealers of bulk items such as

petroleum, cement and gravel who own and operate distribution equipment in lieu of maintaining a place 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.

C. Submission of Certification for SBEs

All firms wishing to work for the City and County of San Francisco must be certified as bona fide SBEs with the SFMTA. This requires submission of the completed certification applications for either SBEs, DBEs, or LBEs. For information where to obtain applications for these certifications, please contact the SFMTA Contract Compliance at:

San Francisco Municipal Transportation Agency
Contract Compliance Office
One South Van Ness Avenue 6th floor
San Francisco, California 94103
(415) 701-4362

D. Prompt Payment to Subcontractors

In accordance with SFMTA's SBE Program, no later than thirty (3) days from the date of Contractor's receipt of progress payments by SFMTA, the Contractor shall pay any subcontractors 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.

IV. MONITORING AND COMPLIANCE

A. SBE Records; Reporting Requirements

The Contractor 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 Contractor 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 Contractor shall submit a final summary SBE report to the CCO.

B. Noncompliance; Administrative Remedies

SFMTA will implement appropriate mechanisms to ensure that its prime contractors and subcontractors comply with SBE Program regulatory requirements. SFMTA will apply legal and contractual remedies available under federal, state and local law.

SFMTA will also include a monitoring and enforcement mechanism to verify that the work committed to SBEs at contract award is actually performed by the SBEs. This mechanism will provide for a running tally of actual SBE attainments and include a provision ensuring that SBE participation is credited toward overall or contract goals only when payments are actually made to SBE firms.

**APPENDIX F
INCENTIVE/DISINCENTIVE PLAN**

	Activities	Incentives that may be Paid/ Disincentives that may be Assessed
1.	SF Paratransit Goals/Performance Measures a. Complaints: less than two per 1000 trips, for each Mode b. On Time Reliability: at or above 93% for each Mode c. Accidents/Injuries: less than 1 FTA-Defined Reportable Incident per 100,000 trips for each Mode d. Telephone Call Wait Time: over 90% of all calls to the Broker's Office during business hours answered by a live person within 45 seconds	Incentive: \$10,000 if all five Goals/Performance Measures are met on an annual basis
2	Consumer Satisfaction – 90% overall customer satisfaction, as measured by an annual independent customer satisfaction survey.	Incentives: <ul style="list-style-type: none"> • For Broker-related aspects of the survey, if Customer Satisfaction is between 85% and 90%, \$5,000 will be paid on an annual basis. • For Broker-related aspects of the survey, if Customer Satisfaction is between 90.1% and 95%, \$10,000 will be paid on an annual basis. • If Customer Satisfaction is between 95.1% and 100%, \$15,000 will be paid on an annual basis.
3	Travel Training – Shift paratransit trips to Muni fixed route service through travel training paratransit Customers. Reduce paratransit trips per paratransit Customer by an average of 10 trips per month for six months	Incentives: <ul style="list-style-type: none"> • \$250 per individual paratransit Customer shifted to fixed route service, determined on a bi-annual basis
4	Telephone Call Wait Time – over 80% of all calls to the Broker's Office during business hours shall be answered by a live person within 45 seconds.	Disincentive: <ul style="list-style-type: none"> • \$30 per verified complaint for all calls answered below the 80% threshold, determined on a monthly basis
5	Language Capacity (language capability in Spanish, Chinese (Cantonese) and Russian by front line staff) – if an employee who is fluent in one of the specified languages leaves the Broker's employment, the Broker must replace the employee with an equally fluent individual within three weeks time.	Disincentive: <ul style="list-style-type: none"> • For failure to replace such an employee, \$250 per business day for each day beyond the three-week period
6	Outreach – Broker shall conduct at least 20 information sessions/workshops annually.	Disincentive: <ul style="list-style-type: none"> • \$250 for each session/workshop conducted by Broker under 20 sessions a year.
7	ADA eligibility Process	Disincentive: <ul style="list-style-type: none"> • \$250 per complaint against the Broker (verified to be legitimate) that is determined by the SFMTA to constitute a violation of the approved ADA eligibility process. • Unless assessed above, \$250 per occurrence for applications that are not processed within 21 days (regardless of whether a complaint has been filed)
8	Customer Service	Disincentive: <ul style="list-style-type: none"> • \$100 for each complaint against the Broker (verified to be legitimate) over a total of five

	Activities	Incentives that may be Paid/ Disincentives that may be Assessed
		verified complaints a month
9	Processing of Complaints	Disincentive: <ul style="list-style-type: none"> • \$100 per occurrence for any complaint that is not responded to within 14 days.

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND VEOLIA TRANSPORTATION SERVICES INC.**

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered into this 1st day of April, 2010, between the City and County of San Francisco, a municipal corporation ("City"), acting through its San Francisco Municipal Transportation Agency ("SFMTA"), and Veolia Transportation Services, Inc. ("Contractor").

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program ("Agreement"), for a term beginning April 1, 2010 and ending March 30, 2015, with an option to extend the Agreement for an additional five years.

B. The parties wish to amend the Agreement to memorialize Contractor's willingness to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent (3%). The parties also wish to include various federally required clauses that were inadvertently omitted from the Agreement.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. Section 5.1 (Amount of Contract) of Agreement is amended to read as follows:

5.1 Amount of Contract. Compensation under this Agreement shall be based on a costs plus fixed fee structure, in accordance with the annual approved Budgets, as described in Section 5.6. In no event shall the amount of this Agreement exceed One Hundred Eighteen Million, Five Hundred Ninety-Nine Thousand, Seven Hundred Ten Dollars (\$118,599,710), including the Management Fee, for the entire term of the Agreement. Further breakdown of Administrative Expenses and Management Fees associated with this Agreement is listed in Appendix B. Notwithstanding the above, the Contractor agrees that the Administrative Expenses listed in Appendix B (except for Trapeze Maintenance Fees, facility rent, and Cabconnect Hosting Expenses) for the period from April 1, 2010 through June 30, 2011 shall be reduced by three percent (3%); Contractor agrees to invoice the SFMTA for an amount not greater than ninety-seven percent (97%) of the total of the above-described Administrative Expenses for said time period. In the event the SFMTA's financial circumstances have not substantially improved by March 1, 2011 (i.e., it continues to have an operating deficit at that time), the Contractor agrees to extend the three percent reduction of Administrative Expenses to July 30, 2012.

2. Section 21.1.2 of the Agreement is amended to read as follows:

21.1.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of 30 days after written notice thereof from City to Contractor.

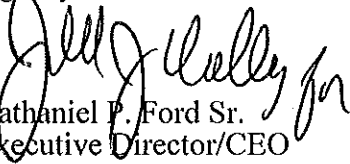
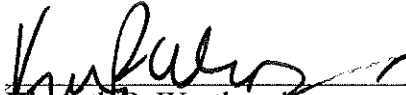
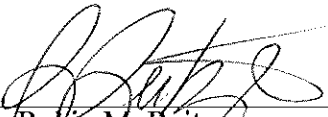
3. Section 61 of the Agreement is amended to read as follows:

61. U.S. DOT Provisions.

The provisions contained in the FTA Requirements for Federally Funded Personal Services and Procurement Contracts in Appendix D are incorporated into this Agreement. If there is any conflict between the FTA terms and conditions and any other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence.

4. Appendix D of the Agreement is deleted and replaced with a new Appendix D, attached to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p>  <p>Nathaniel P. Ford Sr. Executive Director/CEO</p>	<p>CONTRACTOR</p>  <p>Kenneth P. Westbrook Chief Operating Officer Veolia Transportation Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: </p> <p>Robin M. Reitzes Deputy City Attorney</p>	

APPENDIX D

FTA REQUIREMENTS FOR FEDERALLY FUNDED PERSONAL SERVICES AND PROCUREMENT CONTRACTS

I. DEFINITIONS

A. Approved Project Budget means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the City is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.

B. Contractor means the individual or entity awarded a third party contract financed in whole or in part with Federal assistance originally derived from FTA.

C. Cooperative Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.

D. Federal Transit Administration (FTA) is an operating administration of the U.S. DOT.

E. FTA Directive includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.

F. Grant Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.

G. Government means the United States of America and any executive department or agency thereof.

H. Project means the task or set of tasks listed in the Approved Project Budget, and any modifications stated in the Conditions to the Grant Agreement or Cooperative Agreement applicable to the Project. In the case of the formula assistance program for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. §§ 5307, 5310, and 5311, respectively, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require, to effectuate the requirements of the Grant Agreement or Cooperative Agreement.

I. Recipient means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the City.

J. Secretary means the U.S. DOT Secretary, including his or her duly authorized designee.

K. Third Party Contract means a contract or purchase order awarded by the Recipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.

L. Third Party Subcontract means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.

M. U.S. DOT is the acronym for the U.S. Department of Transportation, including its operating administrations.

II. FEDERAL CHANGES

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

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the City and County of San Francisco, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i)(11).

IV. DEBARMENT AND SUSPENSION

See Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

VI. CIVIL RIGHTS

A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

VII. PATENT RIGHTS (*applicable to contracts for experimental, research, or development projects financed by FTA*)

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the FTA.

B. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

C. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

VIII. RIGHTS IN DATA AND COPYRIGHTS (Applicable to contracts for planning, research, or development financed by FTA)

A. Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

B. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of this Agreement.

1. Publication of Data. Except for its own internal use in conjunction with the Agreement, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

2. Federal License. In accordance with 49 CFR §§ 18.34 and 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, "for Federal Government purposes," any subject data or copyright described below. As used in the previous sentence, "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party:

- a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by City or Contractor using Federal assistance in whole or in part provided by FTA.

3. FTA Intention. When FTA awards Federal assistance for a experimental, research or developmental work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in the work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, research, or developmental work required by the underlying Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, research, or developmental work which is the subject of this Agreement is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined in Subsection a. above and shall be delivered as the Federal Government may direct. This subsection does not apply to adaptations of automatic data processing equipment or programs for the City's use the costs of which are financed with Federal transportation funds for capital projects.

4. Hold Harmless. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the Federal Government.

5. Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Application to Data Incorporated into Work. The requirements of Subsections (2), (3) and (4) of this Section do not apply to data developed by the City or Contractor and incorporated into the work carried out under this Agreement, provided that the City or Contractor identifies the data in writing at the time of delivery of the work.

7. Application to Subcontractors. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

C. Provision of Rights to Government. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the City and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

D. Flow Down. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (*applicable to nonconstruction contracts in excess of \$100,000 that employ laborers or mechanics on a public work*)

A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages - The City and County of San Francisco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

XI. CLEAN WATER REQUIREMENTS *(applicable to all contracts in excess of \$100,000)*

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XII. CLEAN AIR *(applicable to all contracts and subcontracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.)*

A. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XIII. PRIVACY

If Contractor or its employees administer any system of records on behalf of the Federal Government, Contractor and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act).

Specifically, Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Government. Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

XIV. DRUG AND ALCOHOL TESTING

To the extent Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

XV. TERMINATION FOR CONVENIENCE OF CITY (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

XVI. TERMINATION FOR DEFAULT (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

XVII. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (\$100,000 or less) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

XVIII. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

The Contractor agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

XIX. RECYCLED PRODUCTS

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

XX. BUS TESTING *(applies to contracts for rolling stock)*

To the extent applicable, the Contractor (or Manufacturer) agrees to comply with the requirements of 49 U.S.C. § 5323(c) and FTA implementing regulations at 49 CFR Part 665, and shall perform the following:

A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Recipient at a point in the procurement process specified by the Recipient which will be prior to the Recipient's final acceptance of the first vehicle.

A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Recipient prior to Recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

XXI. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS *(applies to contracts for rolling stock)*

To the extent applicable, Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(l) and FTA implementing regulations at 49 CFR Part 663, and to submit the following certifications:

A. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that are planned to take place and actually took place at the final assembly point and the cost of final assembly.

B. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications and provide information and access to Recipient and its agents to enable them to conduct post-award and post-delivery audits.

C. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

XXII. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

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

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

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

XXIII. FLY AMERICA

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

XXIV. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

XXV. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS *(applicable to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator)*

A. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection A, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this clause.

2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND VEOLIA TRANSPORTATION SERVICES INC.**

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered into this 1st day of June, 2011, between the City and County of San Francisco, a municipal corporation ("City"), acting through its San Francisco Municipal Transportation Agency ("SFMTA"), and Veolia Transportation Services, Inc. ("Contractor").

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program ("Agreement"), for a term beginning April 1, 2010 and ending March 30, 2015, with an option to extend the Agreement for an additional five years.

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. The parties wish to further amend the Agreement to provide for the City to lease Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment. The hybrid van will expand the City-owned fleet to 61 accessible vans.

D. Contractor intends to sublease the hybrid van to a company participating in the Paratransit Program in accordance with the lease provisions of the Agreement. Since the hybrid van is to be used as a test of the technology in the San Francisco operating environment and the hybrid vehicle is more expensive than a comparable non-hybrid vehicle, the full cost of the vehicle is not expected to be recouped under this Agreement.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. A new Section 63.1.3(2011 Hybrid Purchase) is added to Agreement to read as follows:

63.1.3. 2011 Hybrid Purchase. Through the Caltrans-approved CalAct/Morongo Basin Transit Authority (MBTA) Purchasing Cooperative, City purchased from El Dorado Bus Sales, Inc., one (1) modified Type II paratransit hybrid van ("hybrid van"), at a cost of \$133,439. The hybrid van is 23' in length, including bumpers.

2. Table 1 (Subleases of City-Owned Vehicles) of Agreement is amended to read as follows:

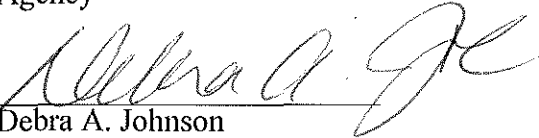
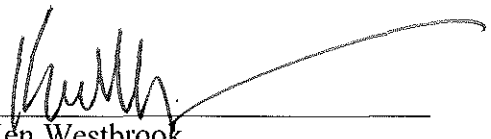
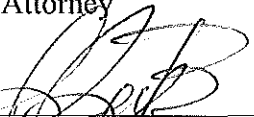
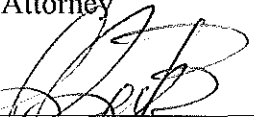
Table 1: Subleases of City-Owned Vehicles

Vehicle Year	# of Vehicles	Manufacturer	Vehicle Type	Sublease Term
2006	20	El Dorado	Type II van	September 2006 - September 2011
2008	6	El Dorado	Type II van	August 2008 - August 2013
2008	5	El Dorado	Minivan	October 2008 - November 2012
2008	14	Bus West	Type II van	December 2008 - December 2013
2008	10	Bus West	Type II van	March 2009 - February 2014
2008	5	Bus West	Type III van	March 2009 - February 2014
2011	1	El Dorado	Type II hybrid van	July 2011 – July 2016

3. *A new subsection (c) (2011 Hybrid Van Purchase) is added to Section 63.6.1 of Agreement to read as follows:*

(c) **2011 Hybrid Van Purchase.** Lease payments shall be determined by negotiations with the selected hybrid van service provider, but in no event shall the monthly lease payments for the hybrid van for the term of the Lease be less than \$1,000.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p>  <p>Debra A. Johnson Acting Executive Director/CEO</p>	<p>CONTRACTOR</p>  <p>Ken Westbrook President & COO Veolia Transportation Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p>  <p>By:  Robin M. Reitzes Deputy City Attorney</p>	

**AMENDMENT NO. 3 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND VEOLIA TRANSPORTATION SERVICES INC.**

THIS AMENDMENT NO. 3 TO AGREEMENT is made and entered into this ____ day of May, 2012, between the City and County of San Francisco, a municipal corporation ("City"), acting through its San Francisco Municipal Transportation Agency ("SFMTA"), and Veolia Transportation Services, Inc. ("Contractor").

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program ("Agreement").

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. On June 1, 2011, the parties executed Amendment No. 2, which amended the Agreement to provide for the City to lease Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment.

D. The parties wish to further amend the Agreement to provide for the City to lease 26 additional accessible vans for use in the SF Access Program. The vehicles are intended to replace 20 City-owned 2006 paratransit vehicles that have reached the end of their useful life and expand the City-owned fleet by six vehicles. Contractor intends to sublease the vehicles to companies participating in the SF Paratransit Program.

E. The parties also wish to amend the Agreement to remove from the contract DAJA, Inc., the Contractor's subcontractor that supplied eligibility and field monitoring staff, as DAJA has gone out of business. To avert any lapses in Paratransit Program services and to retain the employment of valued experienced DAJA workers, Contractor absorbed nine former DAJA, Inc. employees into its workforce, with no increase in the budget. DAJA, Inc. was a certified Small Business Enterprise (SBE) and represented approximately 18% of Contractor's SBE participation. Without the DAJA, Inc. subcontract it will not be possible for Contractor to meet the 20% SBE goal at this time, but Contractor shall make good faith efforts to contract with SBE-certified companies for any new sub-contracting opportunities that arise during the term of the contract.

F. Recognizing that Contractor has taken on additional tasks not required in the Agreement without requesting additional compensation, such as providing special shuttle service upon request for community meetings or other events, SFMTA wishes to revise the incentive/disincentive plan to make it more reasonably attainable, while remaining consistent with SFMTA's expectations and encouraging the delivery of excellent service.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. A new Section 63.1.4(2012 Vehicle Purchase) is added to Agreement to read as follows:

63.1.4. 2012 Vehicle Purchase. Through the Caltrans-approved CalAct/Morongo Basin Transit Authority (MBTA) Purchasing Cooperative, City purchased from A-Z Bus Sales, Inc., 26 Type B Short paratransit vans ("paratransit vans"), at a cost of \$2,066,773.88. Twenty of the vehicles will replace the 20 vehicles purchased in 2006.

2. *Table 1 (Subleases of City-Owned Vehicles) of Agreement is amended to read as follows:*

Table 1: Subleases of City-Owned Vehicles

Vehicle Year	# of Vehicles	Vendor	Vehicle Type	Sublease Term
2006	20	El Dorado	Type II van	September 2006 - September 2011
2008	6	El Dorado	Type II van	August 2008 - August 2013
2008	5	El Dorado	Minivan	October 2008 - November 2012
2008	14	Bus West	Type II van	December 2008 - December 2013
2008	10	Bus West	Type II van	March 2009 - February 2014
2008	5	Bus West	Type III van	March 2009 - February 2014
2011	1	El Dorado	Type II hybrid van	July 2011 – July 2016
2012	26	A-Z Bus Sales	Type B Short van	June 2012 – June 2017

3. *A new subsection (d) (2012 Van Purchase) is added to Section 63.6.1 of Agreement to read as follows:*

(c) **2012 Van Purchase.** Lease payments for the twenty-six (26) vehicles shall be determined by negotiations with the selected van service provider(s), but in no event shall the monthly lease payments for the 2012 vans for the term of the Lease be less than \$1,200.

4. *Section 20. Incentives/Disincentives shall read as follows:*

20. Incentives/Disincentives.

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 of this Agreement, are delayed beyond the scheduled milestones and timelines as provided in Appendix A (or as they may be adjusted by the SFMTA for reasons beyond the Contractor's control) or do not meet the goals as described in Appendix A and Appendix F, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the disincentive payments set forth in Appendix F are not a penalty, but are a reasonable estimate of the loss that City will incur based on the failure to

comply with the listed objective, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the disincentive payments from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to complete the objective as described unless the SFMTA agrees to any change in the objective.

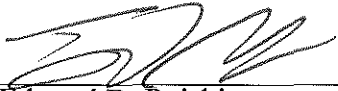
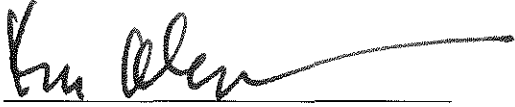
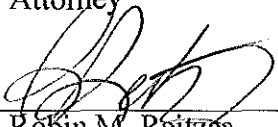
Further, in the event that Contractor meets or exceeds the goals as set forth in Appendix F, SFMTA will pay Contractor incentives as set forth in Appendix F. Total incentives paid per year shall not exceed \$50,000.

Contractor is responsible for claiming an incentive and then submitting an invoice specific to incentives with supporting documentation.

6. *Appendix B of the Agreement is deleted and replaced with the attached Appendix B.*

7. *Appendix F of the Agreement is deleted and replaced with the attached Appendix F*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p>  <p>Edward D. Reiskin Director of Transportation</p>	<p>CONTRACTOR</p>  <p>Ken Westbrook President & COO Veolia Transportation Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Robin M. Reitzes Deputy City Attorney</p>	

**Appendix B
Calculation of Charges**

Veolia Budget Summary	4/1- 6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
DESCRIPTION						
ON SITE STAFF						
Labor	235,735	942,939	971,227	1,000,364	1,030,375	1,061,286
Fringe						
Payroll Taxes						
FICA	19,345	77,379	79,700	82,091	84,554	87,091
SUTA	1,762	7,049	7,049	7,049	7,049	7,049
FUTA	266	1,064	1,064	1,064	1,064	1,064
401K/Retirement	8,597	34,387	35,419	36,481	37,576	38,703
Health Insurance	36,000	143,999	148,580	153,288	158,148	163,144
Dental Insurance	1,969	7,874	8,107	8,346	8,594	8,848
Vision Insurance	297	1,188	1,221	1,262	1,297	1,338
Life Insurance	68	273	280	286	293	300
STD & LTD	761	3,045	3,127	3,217	3,304	3,399
EAP	103	410	422	434	447	460
Vacation & Other Paid Time Off	27,751	111,004	114,334	117,764	121,297	124,936
GM Car Allowance, Ins., Fuel & Maint.	2,735	10,940	11,268	11,606	11,954	12,313
Workers Comp. Insurance	2,464	9,855	10,151	10,455	10,769	11,092
Total Fringe	102,117	408,468	420,722	433,344	446,345	459,735
SUBTOTAL - ON SITE STAFF	\$337,852	\$1,351,407	\$1,391,949	\$1,433,708	\$1,476,720	\$1,521,021
G & A (INDIRECT)	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260
Former DAJA labor costs	139,274	559,880	576,679	593,980	611,799	630,153
CONTRACTED SERVICES						
Center for Independent Living	3,750	15,000	15,450	15,910	16,390	16,880
Third Party Vehicle Inspection Services	4,500	18,000	18,540	19,100	19,670	20,260
In-Plant Vehicle Inspection Services	0	0	18,540	0	19,670	0
Miscellaneous Outside Services						
PCC Driver Gift Certificates	591	2,362	2,436	2,501	2,579	2,658
Passenger Transport Subscription	106	424	437	450	463	477
Aramark - bathroom air fresheners, mats	156	625	644	663	683	703
Helping Wheels account service fee	23	90	93	95	98	101

**Appendix B
Calculation of Charges**

Commuter Check administrative costs	96	385	397	408	421	433
Locksmith services	133	531	547	563	580	598
Document shredding	250	1,000	1,030	1,061	1,093	1,126
Fire extinguisher maintenance	39	158	162	167	172	177
Electrician	77	308	317	327	337	347
Muzak service	458	1,830	1,885	1,941	2,000	2,060
Petty Cash small expenses	73	293	301	310	320	329
Support van fuel	127	508	523	539	555	571
Exterminator	276	1,104	1,137	1,171	1,206	1,243
Medical Supply	326	1,303	1,342	1,382	1,424	1,466
Total Miscellaneous Services	2,730	10,920	11,250	11,580	11,930	12,290
Costless Maintenance Services	10,338	41,350	42,590	43,870	45,190	46,550
Nelson/Nygaard Consulting	10,000	10,000	0	0	0	0
Corey, Canapary & Galanis Research & Counsel		22,000	22,660	23,340	24,040	24,761
Lan Do & Associates Translation Services	7,200	28,800	29,664	30,554	31,471	32,415
TOTAL CONTRACTED SERVICES	\$177,792	\$705,950	\$735,374	\$738,333	\$780,160	\$783,309
Utilities	3,655	14,620	15,060	15,510	15,980	16,460
Telephone & Internet	11,355	45,420	46,779	48,187	49,635	51,123
TOTAL UTILITIES	\$15,010	\$60,040	\$61,839	\$63,697	\$65,615	\$67,583
Off site storage	2,433	9,732	10,024	10,325	10,634	10,953
Facility rent - 12th Street	61,899	247,597	255,025	262,675	270,556	278,672
Common Area Maintenance & Utilities	3,333	13,332	13,732	14,144	14,568	15,005
Facility rent - 365 Main Street	4,759	19,034	19,605	20,194	20,799	21,423
HVAC Maintenance	405	1,620	1,669	1,719	1,770	1,823
TOTAL RENT	\$72,829	\$291,315	\$300,055	\$309,056	\$318,328	\$327,878
SF Access Ticket printing	1,875	7,500	7,725	7,952	8,192	8,434
Newsletter	3,000	12,000	12,360	12,731	13,113	13,506
Other Misc. Printing	4,068	16,270	16,755	17,257	17,775	18,310
TOTAL Printing COST	\$8,943	\$35,770	\$36,840	\$37,940	\$39,080	\$40,250
Office Supplies	8,250	33,000	33,990	35,010	36,060	37,140
Postage/Shipping	6,000	24,000	24,720	25,460	26,220	27,010
Security Expense						
ADT	750	3,000	3,090	3,183	3,278	3,377
Bay Alarm	338	1,352	1,393	1,434	1,477	1,522

**Appendix B
Calculation of Charges**

Brinks	150	600	618	637	656	675
Travel	1,750	7,000	7,210	7,426	7,649	7,879
Education & Training	1,000	4,000	4,120	4,240	4,370	4,500
Insurance - G & L Policy	1,750	7,000	7,350	7,720	8,100	8,510
Legal Expenses	3,750	15,000	15,446	15,906	16,379	16,875
Computer & Other Equipment Maint. & Service Agreements	9,193	36,770	41,718	20,765	21,768	21,058
CabConnect Hosting Expense	82,500	357,500	393,900	429,000	450,450	472,973
Trapeze Maintenance Fees	16,470	65,880	69,174	72,633	76,264	80,078
SF Tax-Fees	3,750	15,000	15,450	15,910	16,390	16,880
Performance Bond Expense	9,000	36,000	36,000	36,000	36,000	36,000
TOTAL OTHER COSTS	\$144,651	\$606,102	\$654,178	\$675,323	\$705,062	\$734,476
Projected Equipment Purchases	0	2,500	96,633	79,880	0	7,650
TOTAL EQUIPMENT COSTS	\$0	\$2,500	\$96,633	\$79,880	\$0	\$7,650
Management Fee	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260
Total Budget	\$828,149	\$3,352,578	\$3,597,023	\$3,661,246	\$3,711,024	\$3,816,686
					Contract Total 4/1/10 - 6/30/15	\$18,966,707

**APPENDIX F
INCENTIVE/DISINCENTIVE PLAN**

	Activity	Incentive
1.	SF Paratransit Goals/Performance Measures a. Complaints: less than two per 1000 trips, for each Mode b. Systemwide On Time Reliability: at or above 90% c. Safety goal: accidents/Injuries: less than 1 FTA-Defined Reportable Incident per 100,000 miles systemwide d. Telephone Call Wait Time: over 95% of all calls to the Broker's Office during business hours answered by a live person within 45 seconds	a. Complaints: \$2,500 per quarter b. On Time Reliability: \$2,500 per quarter c. Safety Goal: \$1,000 per quarter d. Call Wait Time: \$1,000 per quarter
2	Consumer Satisfaction – 90% overall customer satisfaction, as measured by an annual independent customer satisfaction survey.	<ul style="list-style-type: none"> • For Broker-related aspects of the survey, if Customer Satisfaction is between 85% and 90%, \$5,000 will be paid on an annual basis. • For Broker-related aspects of the survey, if Customer Satisfaction is between 90.1% and 95%, \$10,000 will be paid on an annual basis. • If Customer Satisfaction is between 95.1% and 100%, \$15,000 will be paid on an annual basis.
3	Travel Training – Shift paratransit trips to Muni fixed route service through travel training paratransit Customers. Reduce paratransit trips per paratransit Customer by an average of 10 trips per month for six months	<ul style="list-style-type: none"> • \$250 per individual paratransit Customer shifted to fixed route service, determined on a bi-annual basis
	Activity	Disincentive
4	Telephone Call Wait Time – over 80% of all calls to the Broker's Office during business hours shall be answered by a live person within 45 seconds.	<ul style="list-style-type: none"> • \$30 assessed per verified complaint for all calls answered below the 80% threshold, determined on a monthly basis
5	Language Capacity (language capability in Spanish, Chinese (Cantonese) and Russian by front line staff) – if an employee who is fluent in one of the specified languages leaves the Broker's employment, the Broker must replace the employee with an equally fluent individual within three weeks time.	<ul style="list-style-type: none"> • For failure to replace such an employee, \$250 assessed per business day for each day beyond the three-week period
6	Outreach – Broker shall conduct at least 20 information sessions/workshops annually.	<ul style="list-style-type: none"> • \$250 assessed for each session/workshop conducted by Broker under 20 sessions a year.

	Activity	Incentive
7	ADA eligibility Process	<ul style="list-style-type: none"> • \$250 assessed per complaint against the Broker (verified to be legitimate) that is determined by the SFMTA to constitute a violation of the approved ADA eligibility process. • Unless assessed above, \$250 per occurrence for applications that are not processed within 21 days (regardless of whether a complaint has been filed)
8	Customer Service	<ul style="list-style-type: none"> • \$100 assessed for each complaint against the Broker (verified to be legitimate) over a total of five verified complaints a month
9	Processing of Complaints	<ul style="list-style-type: none"> • \$100 assessed per occurrence for any complaint that is not responded to within 14 days.

**AMENDMENT NO. 4 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND TRANSDEV SERVICES, INC.**

THIS AMENDMENT NO. 4 TO AGREEMENT is made and entered into this 29 day of August 2014, between the City and County of San Francisco, a municipal corporation ("City"), acting through its San Francisco Municipal Transportation Agency ("SFMTA"), and Transdev Services, Inc. ("Contractor").

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program ("Agreement"), for a term beginning April 1, 2010 and ending June 30, 2015, with an option to extend the Agreement for an additional five years

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. On June 1, 2011, the parties executed Amendment No. 2, which amended the Agreement to provide for the City to lease Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment.

D. On May 31, 2012, the parties executed Amendment No. 3, which amended the Agreement to provide for the City to lease 26 additional accessible vans for use in the SF Access Program, to remove from the contract a subcontractor that had gone out of business, and to revise the incentive/disincentive plan to make it more reasonably attainable, while remaining consistent with SFMTA's expectations and encouraging the delivery of excellent service.

E. The parties now wish to amend the Agreement to expand Contractor's responsibilities to include the direct provision of the SF Access and Group Van services, including vehicle maintenance services, performed by Contractor's former subcontractor, MV Transportation, who requested to be released from its obligations under the subcontract. These transportation services will now be performed by Contractor's Transit Division. Contractor will continue to provide brokerage services through IntelliRide, the arm of Contractor responsible for the management of paratransit brokerage contracts. Intelliride will newly be charged with overseeing the call center, which is responsible for all reservations, dispatching, and scheduling of paratransit service. Contractor will continue to monitor all provider services, and SFMTA will be expanding its oversight role in monitoring Contractor and its IntelliRide and Transit Divisions.

F. Contractor will be paid for the services of Intelliride and the Transit Division based on actual documented costs, which are delineated in the Budget included in Appendix B, and will include a fixed management fee for these services. This fixed fee includes all general administration (G&A) support for these new services.

G. Appendix A has been modified to add Section IX, a detailed scope of work for all the transportation services previously provided by MV Transportation and revise other Sections

to clarify roles and more accurately reflect SFMTA priorities. The parties also wish to amend the Agreement to correct an error in the amount of the management fee in Section 5.3, to make it consistent with the management fee amount in Appendix B, which includes the actual budgeted fixed fee for each of the five years of the contract. Appendix F is also modified to adjust Incentives and Disincentives due to the changes in the scope of work.

H. The parties wish to further amend the Agreement to provide for the City to lease six additional accessible minivans and 35 accessible vans for use in the SF Paratransit Program. The minivans are intended to replace five City-owned 2008 minivans that have reached the end of their useful life and one expansion vehicle to serve as the SF Paratransit field monitoring van. The 35 vans are intended to replace 35 vehicles purchased in 2008 and 2009, which have reached the end of their useful life.

I. On or about August 18, 2014, Veolia Transportation Services, Inc. changed its name to Transdev Services, Inc. The Contract is also being amended to incorporate this change.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. The Definitions section of Agreement is amended by amending the following definitions:

Broker; Paratransit Broker. Contractor, through IntelliRide, the arm of Contractor responsible for the management of paratransit brokerage contracts.

Contractor. Transdev Services, Inc., also doing business under this Agreement as San Francisco (SF) Paratransit. Any reference in the Agreement (or its attachments) to "Veolia", "Veolia Transportation Services, Inc." or "VTS" is a reference to the prior name of the Contractor and shall be changed to "Transdev Services, Inc." or "Transdev," as appropriate to the context.

2. The Definitions section of Agreement is amended by adding the following definition:

Transit Division. The division of Contractor directly responsible for providing transportation services for Customers.

3. Section 5.3. (Management Fee) is amended to read as follows:

Broker shall be paid a Management Fee of \$1,318,936 under this Agreement (as set forth in Appendix B), pursuant to Broker's Proposal, provided that (a) Broker is not in default under this Agreement, or (b) an event has not occurred that, with the giving or notice or the passage of time, would constitute a default.

4. A new Section 63.1.5 (2014 Vehicle Purchase) is added to Agreement to read as follows:

63.1.5. 2014 Vehicle Purchase. Through the Caltrans-approved CalAct/Morongo Basin Transit Authority (MBTA) Purchasing Cooperative, City purchased from A-Z Bus Sales, Inc. six accessible minivans and 35 Type B paratransit vans. Five minivans will replace the five minivans purchased in 2008, one minivan will serve as the SF Paratransit field monitoring vehicle, and the 35 paratransit vans will replace the 35 vans purchased in 2008 and 2009.

5. *Table 1 (Subleases of City-Owned Vehicles) of Agreement is amended to read as follows:*

Table 1: Subleases of City-Owned Vehicles

Vehicle Year	# of Vehicles	Vendor	Vehicle Type	Sublease Term
2006	20	El Dorado	Type II van	September 2006 - September 2011
2008	6	El Dorado	Type II van	August 2008 - August 2013
2008	5	El Dorado	Minivan	October 2008 - November 2012
2008	14	Bus West	Type II van	December 2008 - December 2013
2008	10	Bus West	Type II van	March 2009 - February 2014
2009	5	Bus West	Type III van	March 2009 - February 2014
2011	1	El Dorado	Type II hybrid van	July 2011 – July 2016
2012	26	Bus West	Type B van	June 2012 – June 2017
2014	6	A-Z Bus Sales	Minivan	June 2014 – June 2018
2014	35	A-Z Bus Sales	Type B van	June 2014 – June 2019

6. *A new subsection (e) (2014 Van Purchase) is added to Section 63.6.1 of Agreement to read as follows:*

(e) 2014 Van Purchase. Lease payments for the five accessible minivans shall be determined by negotiations with the selected van service provider(s), but in no event shall the monthly lease payments for the 2014 minivans for the term of the Lease be less than \$925. Lease payments for the thirty-five (35) Type B vans shall also be determined by negotiations with the selected van service provider(s), but in no event shall the monthly lease payments for the 2014 Type B vans for the term of the Lease be less than \$1,200.

7. *Section 63.6.2 (Procedure) is amended to read as follows:*

During the remainder of the term of this Agreement, if these vans are used by the Transit Division, Contractor shall charge its Lease payments to SFMTA as operating expenses and credit them back to SFMTA on its monthly invoices (see Section 5.2 of Agreement). This shall commence with the first regular invoice from Contractor to City after 30 days of vehicle service under this Amendment, and shall continue through the remaining term

of this Agreement. Subsequent to this Agreement, any remaining lease payments due for these vehicles will be carried forward to the new paratransit agreement.

8. *Appendix A of the Agreement is amended by amending Sections VI and VIII and adding a new Section IX and Attachments IX-A through IX-D, all of which are attached to this Amendment.*
9. *Appendix B of the Agreement is deleted and replaced with the attached Appendix B.*
10. *Appendix F of this Agreement is deleted and replaced with the attached Appendix F.*
11. *All provisions of the Agreement remain the same unless expressly amended by this Amendment No. 4.*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p>  <p>Edward D. Reiskin Director of Transportation</p>	<p>CONTRACTOR</p>  <p>Ken Westbrook President & COO Transdev Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Robin M. Reitzes Deputy City Attorney</p>	

SECTION VI: FINANCIAL MANAGEMENT

Task Number	Financial Management - Related Activities	Tasks
1	Control budgeted resources so that they will meet the demands of the Contract.	<ul style="list-style-type: none"> a. For Group Van: <ul style="list-style-type: none"> i. Ensure that Group Van Providers are formally notified of annual budgetary levels, unit cost per trip, monthly target expenditures, monthly trip level targets, appropriate invoice procedures, appropriate invoice procedures, and financial penalties; ii. Inform each Group Van Provider every month of its budget status, including payments received, number of trips, expenditures, and balance; iii. Inform agencies receiving Group Van services each month of the number of trips and trip data reported by the Provider, for verification purposes; iv. Provide Group Van Providers a minimum two-month notice if budget projections indicate that service expenditures are exceeding budgeted levels; v. Maintain billings for Group Van. b. Keep passenger lists updated for SF Access and Group Van Providers on a daily basis via Broker Customer software and verify that no passengers are served that are not ADA-certified. c. Receive, verify, and provide reimbursement to Providers for trips documented, according to provisions of Provider contracts.
2	Ensure fiduciary control of funds collected.	<ul style="list-style-type: none"> a. Maintain procedures to accept and control funds in the form of cash, checks, money orders and credit card transactions. b. Collect fare revenue from Providers. c. Maintain an electronic accounting/tracking program of all Customer accounts. d. Ensure that paratransit transactions are performed with a high level of office security, to include record keeping, staff training, staff responsibility, data generation, reporting procedures, and client access to records. <ul style="list-style-type: none"> i. Maintain physical security of paratransit funds collected, debit card value and passes; ii. maintain standard accounting procedures for handling and verification of daily cash, checks, and money orders; received, and daily verification of debit card value iii. Insure and bond Paratransit Accounts Manager and other employees handling financial transactions. iv. Require all persons picking up paratransit Fare Media to present photo/signature identification

Task Number	Financial Management - Related Activities	Tasks
3.	Prepare monthly invoices of subcontractor and Broker revenue, for submittal to SFMTA.	<ul style="list-style-type: none"> a. Perform fare reconciliation for all Providers. b. Submit invoices to SFMTA each month with all revenues collected for services provided by subcontractors and Broker, the dollar value of all debit card transactions and van tickets sold, trips provided, and year-to-date total in all categories. c. Submit all revenues collected monthly to SFMTA Finance.
4.	Prepare monthly invoices of Broker expenses for submittal to SFMTA.	<ul style="list-style-type: none"> a. Review all Provider invoices for accuracy b. Submit invoice to SMTA each month detailing expenditures per Mode, and all Broker transportation and administrative expenses, including Department of Aging and Adult Services transportation and administrative costs.
5.	Manage and document all transactions related to Fare Media and billing for Group Van, SF Access and Taxi, Inter-county and Shopping Shuttle services.	<ul style="list-style-type: none"> a. Disburse, collect and maintain fiduciary control over Fare Media. b. Broker shall not charge any Customer amounts for Fare Media in excess of the amounts approved by SFMTA. c. Manage and document all Customer information and transactions conducted as part of the PDCS. d. Manage and document payments made and received in accordance with regional Inter-County Paratransit Service agreements.
6	Disburse and Monitor Ramped Taxi Driver Incentives	<ul style="list-style-type: none"> a. As directed by SFMTA staff, disburse and monitor monthly Ramped Taxi driver incentive payments to Taxi companies, which will in turn disburse the funds to their drivers.
7.	Fund a Paratransit Drivers of the Year Program	<ul style="list-style-type: none"> a. Award amount as specified by SFMTA for one driver from each of the van and Taxi Paratransit Service Providers, as well as two overall awards for a van driver and a Taxi driver of the year, as nominated by Customers. At least 15 drivers shall receive awards each year. b. Fund all costs associated with the annual Jewel McGinnis luncheon, an event to honor the volunteers who have contributed to the success of the paratransit program c. Fund all costs associated with the PCC Annual Meeting, which recognizes the work of select van and taxi drivers

SECTION XIII: SERVICE

Task Number	Service-Related Activities	Tasks
1.	<p>Select all van (SF Access, Group Van, Shopping Shuttle) Providers by competitive solicitation.</p> <p>Note: Veolia Transportation Services (VTS) will operate all transportation services formerly performed by MV Transportation, including SF Access, some Group Van services (including DAAS), and Shopping Shuttle, starting September 1, 2014.</p>	<ul style="list-style-type: none"> a. Extend current Group Van contracts for a period of no more than nine months from March 31, 2010. b. Procure through a competitive bidding process not less than two Group Van Providers and one SF Access Provider with SFMTA funding and not less than three Group Van Providers under the program funded by the Department of Aging and Adult Services. c. Ensure that all procurement processes meet FTA guidelines for federally funded contracts. d. Review draft Provider deliverables, minimum qualifications, and driver and vehicle standards with SFMTA prior to initiating contractor negotiations. e. Ensure that selected Providers retain competitive unit costs per trip, while meeting service quality-related criteria. f. In the bidding process, encourage prospective Providers to provide employee incentive plans, bonuses, awards, dental coverage, and other benefits.. g. Ensure as part of contract negotiations with Providers that limits on unit cost increases will be set by pegging increases to the Cost of Living Index for the Bay Area Statistical Metropolitan Area as determined by the U.S. Department of Labor and that all cost-of-living adjustments received by subcontractors shall be passed on to all SFMTA-funded paratransit drivers with at least a proportional wage adjustment. h. Set up bidding process to take into account that provision of Section 5310 vehicles to Providers should result in lower costs per trip. i. Selection process must include an opportunity for protests of the contract award to be directed to the SFMTA’s Executive Director/CEO or his or her designee.
2	Ensure that subcontractors comply with the City's Minimum Compensation Ordinance.	<ul style="list-style-type: none"> a. See Section 44 of Agreement.
3	Ensure that van Providers afford health insurance to their employees.	<ul style="list-style-type: none"> a. Ensure that all van subcontractors provide full medical coverage to all SFMTA-funded paratransit drivers, or that documented equivalent medical services are being provided through other arrangements.
4	Ensure through bidding process that van Providers have minimum hardware and software capabilities and functional capacity to link to Broker-provided routing and scheduling software and Veolia Vision.	<ul style="list-style-type: none"> a. Include detailed IT specification and staff training requirements in bidding documents for selection of van Providers.
5	Enter into contracts with Taxi company subcontractors.	<ul style="list-style-type: none"> a. Screen for compliance with minimum requirements for Program participation, including capacity to participate in the PDCS program.

6	Maintain a comprehensive service quality monitoring program.	<ul style="list-style-type: none"> a. Monitor subcontracts through review of reports, data, and information obtained directly from Customers, Providers, and agencies for all subcontractors on a monthly basis for: <ul style="list-style-type: none"> i. trip documentation and verification; ii. month-to-month budget review; iii. on-time reliability rating; iv. telephone response time; v. no-show and trip cancellation percentage; vi. complaints/compliments; vii. passenger trip logs; viii. field monitoring for driver performance, safety, and courtesy. b. Conduct telephone surveys monthly or quarterly (at least 12 annually) of Taxi, SF Access Customers, randomly selected. c. Oversee the Secret Rider program (see Section II: Customer Service). d. Coordinate with other City departments such as the Mayor's Office of Disabilities, and the Department of Aging And Adult Services to get feedback on paratransit Customer concerns and develop a strategic plan to seek resolution of these issues. e. Conduct "unannounced" monitoring of all modes of service for on-time reliability, in response to complaints or to poor performance indicators on reliability reports. Field monitoring activities shall include: <ul style="list-style-type: none"> i. monitoring contractor performance in the field; ii. conducting driver and vehicle inspections, site visits and other monitoring activities; iii. preparing reports used to measure contract and regulatory compliance; iv. Taxi Service Monitor will ensure proper inventory tracking of SFMTA-owned ITE and investigate trip/transaction irregularities. f. Use Veolia Vision software to monitor the SF Access and Group Van services for late pull-outs, slack time, driver breaks and on-time performance and to predict and displays potential problems so that dispatchers can take steps to proactively correct them (see also Section III: Information Technology). The priority shall be SF Access service, and Group Van shall be a second priority. g. Encourage contracted Providers to participate in consumer advisory group meetings. h. Utilize results of monitoring procedures, surveys, and feedback from workgroups to develop and implement action plans to address service quality issues. i. Implement a problem-solving component to the monitoring program and designate a point person to develop long-term solutions to service quality issues as they arise and ensure that problem-solving measures are implemented within agreed-upon milestones.
7	Provide customer service	<ul style="list-style-type: none"> a. Implement and maintain a procedure to accept written and verbal

	<p>representatives in the service quality monitoring program to provide telephone and in-person processing of Customer complaints and commendations.</p>	<p>complaints; require Providers to provide a formal written response to each complaint, to include, as appropriate, a time-limited plan of correction; undertake follow-up punitive or problem-solving actions to each complaint; and provide a written response to all complainants within 14 days.</p> <p>b. Provide training to staff to ensure polite processing of complaints and implementation of effective resolution measures.</p> <p>c. Ensure that all Customers have a copy of the Paratransit Rider's Guide.</p>
<p>8</p>	<p>Monitor and enforce procedures to ensure Providers' contract compliance.</p> <p>Starting September 1, 2014, as VTS begins its role as a transportation provider, the Paratransit Broker staff shall continue to monitor the , with SFMTA providing additional oversight. Broker staff shall work independently from VTS staff.</p>	<p>a. Enforce performance standards and incentive programs as detailed in Provider agreements with Group Van and Taxi Providers (with a team approach to include drivers, dispatch, and schedulers) to ensure paratransit service reliability.</p> <p>b. Monitor contract provisions with regards to safety, driver training, driver courtesy, drug testing, worker's compensation, vehicle maintenance through field observations, and accident reporting.</p> <p>c. Work with Providers to enforce Customer rules to control the level of no-show trips in SF Access and Group Van contracts.</p> <p>d. Ensure that Providers conduct daily trip check-in electronically through Broker customer management software.</p> <p>e. Ensure contract compliance, through systematic monitoring and unannounced on-site visits, and require Providers to maintain the following:</p> <ul style="list-style-type: none"> i. DMV printouts (pull notices), Live Scan documentation, CPR and First Aid training certifications of all paratransit drivers; ii. Adherence to Standard Operation Procedures detailed in the Driver Training Protocols; iii. Compliance with required vehicle replacement schedules; iv. Update Vehicle fleet inventory reports, annually and within 48 hours of any fleet changes; v. Perform and maintain vehicle maintenance and pre-trip inspection reports and produce such on request; vi. Timely reporting of incident/accident reports involving paratransit riders; vii. Demonstrate required insurance coverage and maintain Certification of Insurance, annually and upon renewal; viii. Maintain and provide driver trips sheets for Group Van service; ix. Through contracts, meet required driver training recertifications as required for Defensive Driving, PAT/Sensitivity, First Aid/CPR and any other required trainings every two years or as required to maintain certifications; x. Maintain daily checklist for drivers includes seatbelts, wheelchair loading and securement devices, grab rails and stanchions; xi. As needed meetings conducted with social service agencies receiving paratransit service; xii. Participation by Providers in the FTA-mandated drug- and alcohol-testing program;

		<p>xiii. An annual sensitivity training for Provider office staff.</p> <p>f. Conduct quarterly un-announced on-the-street monitoring of Group Van and SF Access services and document with written reports.</p> <p>g. Conduct an annual review of paratransit driver sensitivity training classes for appropriateness.</p> <p>h. Conduct on-site vehicle inspections; semi-annually for City-owned vehicles.</p> <p>i. In course of field monitoring Broker staff shall perform visual inspections of overall condition of other non City-owned provider vehicles, such as lift, safety equipment etc. and compliance with contract standards.</p>
9	Develop a method to coordinate with van and Taxi Providers to monitor and enforce Customer conditional eligibility.	<p>a. Educate certified riders to understand their conditional eligibility status and establish a method for periodically reviewing a rider's use of service to verify that the rider's trip patterns reflect the rider's conditional eligibility status.</p> <p>b. Develop a protocol for enforcement of conditional eligibility for van, and taxi services.</p> <p>c. Disseminate consumer education of conditional eligibility policies.</p>
10	Implement measures to promote the use of shared rides among Taxi users.	<p>a. Working with the PCC and its subcommittees, initiate a marketing campaign through posters and other methods which would promote the benefits of Taxi ride sharing.</p>
11	Monitor and verify Taxi use.	<p>a. Actively monitor debit card transactions utilizing reporting tools for the purpose of minimizing the risk of fraudulent or unauthorized use of debit cards.</p> <p>b. Analyze trip patterns and follow up with Customer or Taxi company management as necessary to prevent wait trips, trips that have a meter rate that does not correspond with the actual mileage, time on the vehicle, and other potentially fraudulent trips.</p> <p>c. Enforce procedures to control against fraud and misuse of Taxi service.</p>
12	Implement a program to facilitate consistent communication and follow through between Providers and social service agencies to ensure efficient delivery of services.	<p>a. Implement Group Van memoranda of understanding with agencies receiving Group Van service which document the responsibilities of Providers, agencies receiving service and Broker staff.</p> <p>b. Maintain procedures to follow-through on service quality complaints arising from agencies, including coordinating problem-solving meetings and reporting follow-through actions implemented by Broker or Providers to complainants.</p> <p>c. Monitor procedures for Group Van trip data collection, verification, review, and reconciliation with agency.</p> <p>d. Identify systemic service level problems and establish new procedures to address these problems.</p>
13	Coordinate and monitor activities among Providers, including dissemination of Operations Manual.	<p>a. Encourage service providers to share information regarding the availability of driver-training sessions to promote shared participation and cost savings.</p> <p>b. Participate in review of 5310 grant applications as requested by PCC Grant Review Committee, and encourage coordination of 5310 vehicles among paratransit Providers and within the</p>

		<p>paratransit program.</p> <p>c. Encourage leasing of social service agency vehicles to Providers through facilitation of negotiations between parties and encourage the execution of vehicle lease agreements.</p> <p>d. Encourage van Providers to cooperatively provide emergency back-up services for other Providers.</p> <p>e. Through SF Paratransit's Emergency Planning process, require SF Access Provider to provide emergency back-up service to Muni fixed route services, Police, and Fire Departments.</p> <p>f. Through SF Paratransit's Emergency Planning process, require all Providers to implement the Paratransit Emergency Plan procedures as stipulated in the Operations Manual.</p> <p>g. Through SF Paratransit service contracting and resultant MOU's, require Group Van drivers to receive on-site agency orientation for special needs populations.</p> <p>h. Encourage smaller providers to coordinate programs such as driver training, back-up service, and emergency preparedness planning.</p> <p>i. Through the SF Paratransit contracting process, require Contractors to have provisions in place to provide for back up services for themselves when demand exceeds capacity or when unforeseen circumstances tax existing resources.</p>
14	Ensure compliance of van subcontractors with federal drug- and alcohol-testing requirements.	<p>a. Confirm and monitor implementation of federally approved drug testing program by distributing FTA drug testing regulations to all Providers, and requiring evidence of Provider compliance with FTA drug testing regulations, (i.e. including a copy of drug and alcohol policy, copies of contracts with testing labs, copies of annual reports, proof of management and employee training, etc.).</p> <p>b. Coordinate program monitoring with SFMTA's Substance Abuse Program.</p>
15	Maintain stair-assist program for qualified wheelchair users with a method that contains costs over the long term.	<p>a. Ensure that SFMTA-approved screening for eligibility to stair-assist program is conducted at the time of the initial registration.</p> <p>b. Enforce policy which limits the conditions under which a two-person stair assist is provided.</p> <p>c. Be willing to explore alternative, cost-effective stair-assist procedures (i.e. portable stair glides) to make stairs more accessible to wheelchair users.</p>
16	Interface between service Providers for the provision of inter-county paratransit service to meet the needs of both San Francisco and visiting Customers	<p>a. Where applicable, maintain agreements with BART and/or AC Transit, Golden Gate Transit, and SamTrans and their paratransit providers (as needed) for trip reporting, cost sharing, and invoicing of inter-county trips.</p> <p>b. Monitor expenditure amounts for inter-county service and report inter-county trip data on a monthly basis.</p> <p>c. Provide inter-county riders with information regarding scheduling, fare payment, trip-making, transfer operations between different providers, identifying transfer points, emergency back-up trip information, and specific service operations procedures.</p> <p>d. Work with Regional Operators to promote coordination between regional and connecting paratransit operators for transfer trips by: <ul style="list-style-type: none"> i. Educating SF service operators on protocols for regional trip </p>

		<p>provision between regional providers including coordination of hours of operations, methods of service delivery, lines of communication, travel procedures, driver/scheduler/ dispatcher training, recording of trip data, emergency back-up plans, etc.;</p> <ul style="list-style-type: none"> ii. Reviewing scheduling protocols of inter-county Providers to allow waiting time, until arrival of transfer pick-up; iii. Explaining typical requirements of pre-trip confirmation by passenger and/or both service Providers for a trip transfer; iv. Explaining requirements of post-trip confirmation between providers that transfer/pick-up was completed; v. Requiring that service providers attend coordination meetings for regional providers as requested; vi. Review potential regional trip coordination changes with the PCC Executive Committee and with service providers as required. <p>e. Monitor inter-county service provided by local SF service providers and assist inter-county customers to resolve problems and issues as they arise.</p>
17	Ensure that training for Taxi drivers includes a comprehensive sensitivity training curriculum.	<ul style="list-style-type: none"> a. Work with the SFMTA Taxi Regulatory Division to maintain and update the established Sensitivity Training Course for Taxi Drivers. b. Work with the SFMTA Taxi Regulatory Division to monitor Taxi company compliance with sensitivity training requirement for all Taxi drivers. c. Work with SFMTA to contract for or provide for Passenger Assistance Techniques (PAT) and sensitivity trainers.
18	Implement the emergency preparedness protocol, as developed in the Operations Manual, to provide emergency transportation in the event of a natural disaster.	<ul style="list-style-type: none"> a. Broker shall serve as the facilitator and point of contact during an emergency for provision of emergency transportation for persons with disabilities during/after a natural disaster and report to the SFMTA Departmental Operations Center (DOC) as necessary. b. Broker shall require of its Providers through the procurement and contracting process the development of an emergency response plan and monitor the implementation of each Provider's emergency response plan to include: <ul style="list-style-type: none"> i. The contact protocol and liaison, by name, for each entity, including key telephone numbers, cellular phones numbers, two-way radio frequencies and locations of: San Francisco's Department of Emergency Management, Police, Fire, Muni Central Control, SFMTA's DOC, Broker's Office and other Providers; ii. Each Provider's resources and location, the chain of command within each agency and the responsibilities of management personnel; iii. In cases where the Broker's IT system is not being fully utilized by a Provider, the Provider shall be required to prepare and submit weekly hard copy print-out of updated Customer list, including address, phone number and mobility aid/disability noted; iv. Where required, contractually dedicated vehicles to emergency evacuation duty; v. Broker shall develop a brochure describing emergency plan for

		<p>inclusion and publication in Riders' Guide;</p> <p>vi. Updates of the Emergency Plan annually and annual table top exercises to test the Plan.</p>
19	<p>Maintain all call center functions for SF Access and Shopping Shuttle to ensure service delivery</p>	<p>a. Submit a proposed staffing plan for the call center, scheduling and dispatch function for SFMTA review and approval. Key positions shall include, but not limited to, the following:</p> <ul style="list-style-type: none"> • Scheduler/planner • Lead dispatcher • Dispatchers • Call center manager • Reservations Agents <p>b. Accept reservations seven days a week, including holidays, between 7am and 6pm.</p> <ul style="list-style-type: none"> • Group Van and DAAS only: agencies are responsible for prescheduling the trips and providing a list of eligible riders. • Standing orders (or subscription trips) shall be made available to riders who travel to/from the same place, at the same time(s) and on the same day(s) of the week for at least 30 days. Under ADA regulations, such trips shall be limited to 50% of all trip reservations by service hour. <p>c. Provide "Where's My Ride" trip information during service hours.</p> <p>d. Ensure that cancellations or changes are made at least two hours prior to the scheduled pick-up time.</p> <ul style="list-style-type: none"> • Group Van and DAAS only: agencies must cancel reservations at least one-half hour before their prior to the start of the group agency run. <p>e. Develop and produce manifests of drivers' routes and ensure that drivers properly perform them.</p> <p>f. Printed manifests shall be provided no less than 60 minutes before the driver's scheduled departure.</p> <p>g. Use Trapeze PASS/COM and Veolia Vision software for reservations, scheduling, dispatching, and verifying client eligibility, as well as providing real time paratransit data/statistics.</p>

SECTION IX: TRANSPORTATION SERVICE PROVIDERS

Task Number	Transportation Service Provider Activities	Tasks
1.	Provide all tasks in ensuring the delivery of service for SF Access, Group Van and Shopping Shuttle.	<ul style="list-style-type: none"> a. Operate 24 hours per day, seven days per year, including all holidays. b. Provide service to mirror Muni fixed route service, including certain portions of northern San Mateo County, Treasure Island, and the Marin Headlands on Sundays and holidays. c. Collect and handle all fares associated with providing such transportation. d. Limit service to those who meet ADA paratransit eligibility criteria, as established under federal regulations and by the Bay Area Partnership Transportation Coordination Committee, or as otherwise specified. <ul style="list-style-type: none"> • Clients for Shop-a-Round, Van Gogh , and Department of Aging and Adult Services (DAAS) service must meet program rules, but do not need to meet ADA requirements.
2.	Provide and maintain facilities and equipment to assist employees in their duties.	<ul style="list-style-type: none"> a. All facilities must be ADA-accessible and have proper ventilation. b. Facilities and equipment must be able to support call center, dispatching, radio communications, vehicle storage, maintenance, and general office functions. c. Have a modern ACD telephone, with a system with sufficient capacity to handle the anticipated volume of calls, tied on a 52" or larger LCD or LED display. d. Secure SFMTA-owned vehicles in a fenced and gated storage area when not in service — the 575 Tunnel Avenue facility is approved by SFMTA; no fencing is required at the 290 Industrial Way shop facility. e. Make facilities and equipment available for inspection by SFMTA or its representative at any time. f. Located facilities within the SFTMA service area unless otherwise agreed to by SFMTA in writing. . SFMTA consents to the use of facilities at 575 Tunnel Avenue and 290 Industrial Way in Brisbane, CA.
3.	Meet vehicle operations and maintenance standards.	<ul style="list-style-type: none"> a. Follow standards listed in Attachment IX-A, Vehicle Operations and Maintenance Standards.
4.	Meet driver training and operations standards.	<ul style="list-style-type: none"> a. Maintain accurate and detailed records of training, retraining, and refresher training as well as all other qualifications in the driver's personnel files, which shall be subject to review by SFMTA or its representative on a quarterly basis. b. Follow standards listed in Attachment IX-B, Driver Standards and Duties.

5.	Provide sufficient personnel to meet the service goals, including providing adequate on-street supervision to monitor service delivery, drivers and vehicles.	<p>a. Submit a proposed staffing plan for SFMTA review and approval. Key positions shall include, but not limited to, the following:</p> <ul style="list-style-type: none"> • General manager • Assistant general manager or operations manager • Maintenance manager • Safety/training manager • Field supervisor(s) • Drivers <p>b. Supply a sufficient number of properly qualified personnel to operate vehicles and required services, including extra board drivers.</p> <p>c. Employ a minimum of one road supervisor per 300 trips provided daily.</p> <p>d. Ensure that minimum staffing levels never fall below the position levels defined in the proposed staffing plan. Maintain employee records and make them available to SFMTA for review and audit.</p>
6.	Monitor performance standards.	<p>a. Develop and implement a quality assurance program that shall include, but not be limited to, regular field observations, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits.</p>
7.	Maintain and summarize service-related reports	<p>a. See Reporting Requirements, Attachment IX-C.</p>
8.	Ensure that drivers and other personnel meet customer operating standards.	<p>a. See Customer Operating Standards, Attachment IX-D.</p>

ATTACHMENT IX-A

VEHICLE OPERATION AND MAINTENANCE STANDARDS

In the provision of services under this Contract, Contractor shall at all time adhere to the following vehicle standards:

1. **ADA Requirements.** Any lift-equipped vehicle supplied for the provision of ADA trips (ADA Vehicle) shall meet all the applicable requirements of the ADA and the regulations promulgated thereto. All ADA Vehicles shall employ side lifts or ramps; no rear loading/unloading mechanisms shall be used. Ramp and lift platforms shall have a clear and usable platform surface with a minimum width of 32 inches measured from between 2 and 30 inches above the platform surface. ADA Vehicles shall contain a securement system to secure wheelchairs and other mobility aids. All wheelchair securement systems shall accommodate forward-facing wheelchairs. In addition, to the extent practical, all non-wheelchair seating (ambulatory seating) shall be forward-facing. The vehicles shall carry adequate securement equipment and materials at all times for all wheelchair or other mobility aid positions in the vehicle. Wheelchair tiedowns shall be in a secure box or bag when not in use and shall be picked up from the floor before loading, unloading the rider. All other ADA Vehicle requirements shall apply.
2. **Vehicle Capacity, Overall Specifications.** The minimum capacity for each approved vehicle type is as follows:
 - a. **Cutaway** – capacity for at least two forward-facing wheelchair positions and 12 ambulatory or 16 ambulatory Customers when no wheelchair Customers are boarded;
 - b. **High-top van** – capacity for at least three forward-facing wheelchair positions plus 12 ambulatory Customers;
 - c. **Ramped Minivan** – capacity for at least two forward-facing wheelchair positions and one ambulatory or three ambulatory Customers when no wheelchair passengers are boarded.
 - d. **SFMTA Approval of Vehicle Specifications.** All vehicle sizes and types are subject to the prior approval of SFMTA, which shall take into consideration such matters as overall vehicle size, interior seating area, passenger comfort, adequacy of trunk space for storage of mobility aids, lift size and overhead clearances.
3. **Required Vehicle Components/Accessories/Specifications**
 - a. **Portable Step.** Vans or buses shall employ a portable step, retractable boarding step, or running board to assist in boarding. Said portable step must be a commercially manufactured item having a base broader than the step area.
 - b. **Boarding Chair in Lift Vans.** Each lift van shall carry, in a secured location, a functioning boarding chair (standard collapsible wheelchair without footrests).
 - c. **HVAC.** Each vehicle shall have air conditioning and heating systems adequate for the climatic conditions of the area and maintained in good working order. All vehicles must be equipped with operable windows that can open to provide fresh air. The Transit Division shall not modify or repair emergency exit windows in any manner that may interfere with their safe operation.

- d. **Fire Extinguishers, First Aid Kits.** Each vehicle shall be equipped with a fully charged certified and non-expired fire extinguisher of the proper type for the vehicle and a 15-count first aid kit, both of which shall be stored in a safe location
 - e. **Speedometer.** Each vehicle shall have a functioning speedometer, properly calibrated, indicating speed in miles per hour, and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.
 - f. **Spare Tire.** Each vehicle shall carry a spare tire, jack, and lug wrench.
 - g. **Hubcaps.** Each vehicle under 5000 lbs. Gross Vehicle Weight shall be equipped with hubcaps or wheel covers on all exposed wheels.
 - h. **Mirrors.** Each vehicle shall have an interior rear-view mirror and side-view mirrors mounted on both sides of the vehicle and shall have unobstructed vision on all sides.
 - i. **Interior Lighting.** Each vehicle shall have sufficient functioning interior lights within the interior compartment.
 - j. **Exterior Lighting.** Each vehicle shall have exterior lighting, particularly at the passenger entrance(s) and the lift, that is adequate to illuminate the ground within six feet of the vehicle.
 - k. **Doors.** Each vehicle shall have mechanisms that ensure that all access doors are capable of being opened from the inside and remain closed and secure during travel.
 - l. **Horn, Flashers.** Each vehicle shall have a horn and all standard equipment safety features (e.g., hazard flashers).
 - m. **Radio System.** Each vehicle shall be equipped with an operable two-way mobile radio or alternate communication system approved by SFMTA; beepers and pagers will not be accepted in lieu of the radio system. A combination two-way radio/cellular phone device will meet the requirements of this clause. The driver shall also carry a cellular phone capable of receiving and sending phone calls. The driver shall not use the cell phone for personal calls or while operating the vehicle.
 - n. **Warning Triangles.** Each vehicle shall carry warning triangles.
 - o. **AVL System.** For non-SFMTA-owned vehicles without SF Paratransit supplied MDC's, vehicles must have an automatic vehicle locator (AVL) system that can be monitored at all times by the dispatcher. Such system shall be of the latest technology and capable of providing meaningful reports to aid in the verification of late trips and other complaints.
 - p. **Colors, Lettering, Vehicle ID.** Each in-service vehicle, including lettering and striping on the vehicle, shall be painted in color(s), to be approved by the SFMTA. Contractor shall place its name prominently on both sides of the vehicle body (exclusive of the vehicle front doors) in approved typeface, and at least five inches high. Using a smaller contrasting size, Contractor shall place its phone number under its company name. In addition, Contractor shall assign an identification number to each vehicle and require that it be displayed in numerals four inches high on the front, back and sides of the vehicle, in an area approved by SFMTA.
4. **Maintenance Standards.**
- a. **General.** The Transit Division shall maintain all vehicles and components in good overall operating condition.
 - b. **Manufacturer's Instructions.** Each vehicle, including lifts and other accessories, shall be maintained in accordance with the vehicle manufacturer's instructions,

including the recommended service intervals for such vehicles when used under rugged duty conditions.

- c. **Records.** The Transit Division shall keep complete vehicle maintenance records for each vehicle. Such records shall be available for inspection by SFMTA or its representative during business hours. Contractor shall prepare and submit to SFMTA such vehicle maintenance reports as SFMTA may require.
 - d. **Exteriors.** The Transit Division shall wash vehicle exteriors at least once per week in all seasons.
 - e. **Interiors.** The Transit Division shall sweep and clean vehicle interiors each day and thoroughly clean (scrub) them weekly. The Transit Division shall use interior cleaning agents that are fragrance-free and not offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles.
 - f. **Graffiti.** The Transit Division shall remove graffiti as quickly as feasible.
5. **Condition of Vehicles.**
- a. **Life of Vehicles.** Except for 5310 or other federally funded vehicles or vehicles supplied by the SFMTA, no vehicle shall be more than five model years old. The model year shall be deemed to change on September 1 of each year.
 - b. **Weather-tight.** Each vehicle shall be weather-tight and free of leaks.
 - c. **Exterior Damage.** All vehicles shall have exteriors free of broken mirrors, broken windows, excessive grime, rust, chipped paint or major dents or body damage. Contractor shall initiate minor body damage repairs within 72 hours, and shall remove from service vehicles with major body damage until the damage is completely repaired. If in conforming to this standard, the Transit Division demonstrates that it would not be able to meet pullout or adhere to service schedules, Contractor may seek a temporary exemption from SFMTA, which may not be unreasonably withheld.
 - d. **Interior Damage.** Passenger compartments shall be free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges.
 - e. **Condition Prior to Service.**
 - i. The Transit Division shall ensure that all safety and securement components are tested by the driver or maintenance personnel daily prior to engaging vehicle in service, defects are noted, and that all defects identified are corrected in accordance with manufacturer's specifications prior to vehicle being placed in service.
 - ii. The Transit Division shall ensure that all windows of vehicles stored outside are cleared of frost prior to operation. The Transit Division shall clear any accumulation of garbage, dirt, mud or grime from the vehicle exterior, steps, and running boards prior to service.
6. **Vehicle Operation Standards.**
- a. **Interior Temperature.** The interior temperature of the vehicle shall be maintained at a comfortable level.
 - b. **Seat Belts.** Drivers and passengers must wear seat belts at all times the vehicle is in

operation subject to compliance with ADA requirements.

- c. **Advertising Material.** No advertising material shall be placed or posted inside the vehicle or passed out to Customers by the driver. No advertising material shall be affixed to the outside of the vehicle. However, SFMTA may direct Contractor to post or distribute material relating to the operation of the program in the vehicle.
- d. **No Smoking, Eating, Drinking.** Drivers and passengers shall not be allowed to smoke, eat or drink in the vehicle. The Transit Division shall post a sign prominently inside the vehicle advising passengers of this prohibition.
- e. **Electronic Devices.** Neither drivers nor passengers shall be allowed to play loud music in the vehicle. Passengers may use personal radios, cell phones, CD players and other personal electronic entertainment devices if they use headphones and do not disturb other Customers.
- f. **Tickets, Citations.** Any fines incurred in the operation of the vehicle, including tickets and parking violations, shall be the sole responsibility of Contractor. In accordance with Section 17 of the Agreement, Contractor shall hold SFMTA harmless from any fines, penalties or citations imposed on account of operation of the vehicle and any expenses incurred by SFMTA resulting, directly or indirectly, from their imposition.

7. **Inspections.**

- a. **State Inspections.** Where applicable, each vehicle must pass and display a current state vehicle inspection and shall at all times be in accordance with all California Highway Patrol inspection and maintenance requirements.
- b. **SFMTA Inspections.** SFMTA or its representative may inspect any or all vehicles at any time. A vehicle is subject to immediate removal from service if deemed, in SFMTA's sole discretion, to be unsafe or otherwise in violation of these standards.

ATTACHMENT IX-B

DRIVER STANDARDS AND DUTIES

The Transit Division shall be responsible for using appropriate driver screening and selection criteria when employing drivers. Such criteria will include a Department of Motor Vehicles (DMV) license check and physical examination sufficient to meet applicable requirements. The Transit Division shall also comply with the DMV Pull Notice Program.

The Transit Division shall ensure that all drivers assigned to service under the Agreement comply with the following standards of eligibility and performance. These standards apply to all persons who provide transportation services under this Agreement (i.e., operate a vehicle in revenue service for SF Paratransit or otherwise transport a SF Paratransit rider in connection with an SF Paratransit contract, regardless of actual job title or description).

1. **Qualifications; Licensing.** Each driver hired must have been a licensed driver for a minimum of three years, effectively speak and understand English, and be at least 19 years old. Each driver shall possess a valid California driver's license for the class of vehicle operated and shall be trained in the proper operation of the vehicle and its accessories. In addition, each driver shall possess any locally required licenses and/or permits required for operation of the class and type of vehicle. The Transit Division shall retain a copy of all licenses/permits in the driver's personnel file.
2. **Moving Violations.** No driver shall provide transportation services under this Agreement if he/she has had two or more moving traffic violations within the previous 12 months.
3. **Alcohol/Controlled Substance Conviction.** No driver shall provide transportation services under this Agreement if he/she has a conviction during the past seven years for operation of a motor vehicle while under the influence of alcohol or controlled substances.
4. **License Suspension.** No individual whose license has been suspended shall provide services under this Agreement unless two years have elapsed since the end of said suspension and the driver has had no moving traffic violations during those two years.
5. **Driver Identification.** While on duty, every driver shall wear a nametag with his/her name and badge number clearly visible at all times and in the form approved by the SFMTA. The Transit Division shall collect nametags from drivers who separate from the program.
6. **Dress.** Each driver shall wear an informal uniform to be purchased and maintained by the Transit Division as follows: "Dockers®" type trousers (or slacks) or knee or mid-length cotton or cotton blend skirt or shorts (all shall be khaki or dark blue in color), short or long sleeved light blue buttoned front, oxford cloth dress shirt (tucked in), color coordinated socks, and low cut athletic shoes. During cool or cold weather, the driver may also wear a navy blue cardigan type sweater or navy blue "ski jacket." Uniforms

shall be kept clean and neat at all times. Other suitable driver uniforms may be worn upon prior approval by SFMTA. While performing work under this Contract, drivers may wear no other street clothes, including team sport fashions.

7. **Fragrances.** Drivers shall refrain from wearing fragrances and scented personal toiletry products.
8. **Grooming.** Drivers shall at all times maintain proper grooming and personal hygiene.
9. **Customer Identification.** Drivers shall check client identification cards and verify that the identification number matches the number on the manifest supplied by the Transit Division.
10. **Data Collection.** Drivers shall collect all data required by the Transit Division to be used in preparing reports and passenger surveys.
11. **Fare Collection.** Drivers shall collect and safeguard all fares in accordance with the Agreement.
12. **Gratuities.** Drivers shall not solicit or accept gratuities or any other money or favors from passengers except for the fares they are directed to collect.
13. **Training.** Contractor shall supply SFMTA with a listing of drivers together with the date of hire and the most recent defensive driving course completed by driver. This list shall be updated at least quarterly. All training curricula shall be subject to SFMTA approval. The Transit Division shall retain records of training in the driver's personnel file and provide SFMTA with training records, as requested.
 - a. Drivers shall attend required training sessions in defensive and safe driving, and an approved Passenger Assistance and Safety (PAAS) training course.
 - b. All drivers shall complete sensitivity and disability awareness training, either as part of the standard PAAS or as a separate module, as well as training regarding operation procedures, local geography, and substance abuse.
 - c. All drivers shall be trained in First-Aid/CPR.
 - d. All drivers shall be trained in and adhere to "hand-to-hand" passenger policy and procedures for applicable Customers.
 - e. All drivers must comply with State of California training requirements for elder and dependent-adult abuse reporting.
 - f. All drivers shall participate in refresher training every two years or as required to maintain required training certifications and as otherwise may be required by SFMTA.

- g. Any driver charged with a preventable accident in the course of his/her duties shall be given appropriate retraining before being permitted to resume driving duties.
14. Before hiring or assigning a driver to service for the Transit Division, the Transit Division shall conduct or have conducted a criminal background check using California Department of Justice "Live Scan" or equivalent background check program (with approval from SFMTA), to the maximum extent permitted by state law. The Transit Division shall review each applicant background check. Those applicants having felony or misdemeanor convictions for any of the following crimes shall be reviewed by the Transit Division for suitability for employment on a case-by-case basis, giving consideration to the date and nature of the conviction, the age of the individual at the time of conviction, and the relationship of the crime to the duties of the applied for position.:
- a. Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation and prohibited sexual acts,
 - b. Crimes involving violent or assaultive behavior including, but not limited to, murder, manslaughter, rape, robbery, assault, battery, elder abuse, kidnapping, mayhem, false imprisonment, extortion, carrying or use of a deadly weapon, and similar offenses, and,
 - c. Crimes involving the operation of a motor vehicle while under the influence of alcohol or controlled substances within the last seven years.

As used in this section, "convicted" includes a guilty verdict, a determination of guilt after trial by a judge or jury, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest. Contractor, to the best of its knowledge, shall notify SFMTA of any such charges brought after a driver is employed.

ATTACHMENT IX-C

REPORTING REQUIREMENTS

Contractor shall record and report the following types of provider information. SFMTA reserves the right to request additional reporting during the term of the Agreement.

Immediate Notification – by phone and email within 24 hours of incident

- FTA/National Transit Database (NTD) Reportable Incidents ((as defined by the NTD program in Form S&S-40:
[http://www.ntdprogram.gov/ntdprogram/pubs/safetyRM/2010/html/2010_Reportable_Incident_Report_form_\(S&S-40\).htm](http://www.ntdprogram.gov/ntdprogram/pubs/safetyRM/2010/html/2010_Reportable_Incident_Report_form_(S&S-40).htm)

Weekly Information

- Total weekday passenger trips (ambulatory, wheelchair)
- Total Saturday passenger trips (ambulatory, wheelchair)
- Total Sunday passenger trips (ambulatory, wheelchair)
- Total cancellations
- Total no-shows
- Total missed trips
- Total fares collected (with Customer fares and companion fares separately indicated)
- Total non-fare passengers (attendants)

Monthly Information

Service Statistics:

- Passenger summary data by type (wheelchair, ambulatory)
- Passenger summary data by mode (SF Access wheelchair (itemizing stair-assist trips separately) and ambulatory, Group Van, DAAS, Shopping Shuttle, Van Gogh, stair assists)
- Number of companions and attendants transported (broken down per mode; include SF Access ambulatory and wheelchair as separate categories)
- Total service miles/hours
- Number of no-shows
- Number of cancellations
- Number of trip denials, if any
- On-time performance statistics for SF Access and Group Van (for the few vehicles that do not have mobile data computers, SFMTA will provide five random dates each month so that on-time performance can be manually checked)
- Number of missed trips (trips over one hour late or not performed at all)
- Number of total accidents (itemizing separately those that meet the FTA/NTD Reportable Incident criteria; passenger accidents, passenger incidents, and other accidents not included in the above)
- Summary of service complaints by category
- Summary of complaints and their resolution

Vehicle Operations and Maintenance Statistics:

- Vehicle revenue miles/hours

- Fuel data (gallons purchased, used, average price per gallon)
- Summary of wheelchair lift problems/availability of working lifts/corrective actions
- Weekday vehicle miles (revenue, deadhead, total)
- Saturday vehicle miles (revenue, deadhead, total)
- Sunday vehicle miles (revenue, deadhead, total)
- Updated fleet listing; changes in number of vehicles available
- Vehicle maintenance summary (light, heavy and body damage repair, as well as vehicle defect reports)
- Preventative maintenance schedule

Telephone Statistics:

- Number of incoming phone calls by group (reservations, customer service, Where's my Ride, Group Van)
- Number of abandoned calls
- Average number of available phone agents by hour, by day, by Automated Call Distribution (ACD) system group
- Average hold times
- Average speed of answer by ACD system group
- Number of road calls

Employee Reports:

- Driver Training and employee compliance spreadsheet (tracks all training modules, first aid training, class B licensing, security background checks, drug testing, DMV pull notices, etc)
- Daily schedule for all road supervisors
- Road supervisor report summary detailing the name of the road supervisor, dates, findings, and resolution of problems

ATTACHMENT IX-D

CUSTOMER OPERATING STANDARDS

The Transit Division shall at all times render safe, courteous transportation services in accordance with the following performance standards and procedures. Standards apply to each service, unless otherwise specified:

1. **General.** The Transit Division shall use the highest degree of care in serving Customers, including while assisting Customers and operating equipment.
2. **Eligible Customers; Use of Vehicles.** The Transit Division shall only provide services for those eligible Customers listed on the manifest or for services authorized or required directly by SFMTA. The Transit Division shall ensure that no unauthorized passengers are transported while engaged in providing SF Paratransit services without SFMTA's express permission. The use of any vehicle, whether or not leased from or supplied by SFMTA, for any purpose other than for transporting Customers or performing services under the SF Paratransit program is prohibited.
3. **Door-to-Door Service.** The Transit Division shall provide door-to-door service for paratransit Customers in accordance with the following guidance. Drivers shall offer assistance to Customers getting into and out of the vehicle. Drivers must offer ambulatory passengers a steadying arm to assist them in walking. Each driver, upon request, must assist Customers from or to the entrance of any dwelling or building. If there is a risk of the driver losing sight of his/her occupied vehicle and no attendant is onboard, the driver may not provide assistance beyond the entrance to the building at either the place of origin or destination. Safety permitting, drivers may assist a person in a manual wheelchair with one or two steps or a curb in the event there is no curb ramp.

In addition, when requested, drivers must assist passengers by carrying up to two bags or parcels between the vehicle and the entrance to the building at the place of origin or destination. As a guideline, bags/parcels may weigh up to 25 pounds total.

4. **Shared Rides.** The Transit Division shall provide shared-rides whenever possible. Each Group Van or Shopping Shuttle trip shall consist of no less than seven scheduled eligible Customers, not including escorts or attendants.
5. **Wheelchairs.** The Transit Division shall employ a wheelchair-accessible vehicle for Customers in wheelchairs or other ADA-compliant mobility devices who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except that a Rider who can transfer without any assistance may do so at his/her prerogative. The driver shall ride up the lift with ambulatory and manual wheelchair Riders, and stand next to the lift for power chair Customers. The driver shall apply brakes on wheelchairs, disengage electric motors from power wheelchairs when warranted, and ensure that each wheelchair is properly secured in accordance with established standards (usually via a four-point tie down system).

6. **On-Time Performance.** On-time performance is the measure of a vehicle's actual arrival at a reservation pick-up location as promised. Customers consistently rank on-time service as the single most important aspect of service quality. SFMTA thus expects the Transit Division to schedule and operate its vehicles to achieve a level of on-time performance of 92 percent or better.
- a. For SF Access Service, Customers shall be picked up from 5 minutes before the promised pick-up time to 15 minutes after the promised pick-up time under normal operating conditions. Vehicle arrivals within this 20-minute "window" are considered "on-time." The term "normal operating conditions" means those operating conditions, including weather and traffic patterns for the time of year and time of day, normally encountered and reasonably expected. Repeated failure to comply with this standard without reasonable cause shall be grounds for termination of the Contract. "Promised" time shall be the time negotiated by The Transit Division with the Customer in accordance with the ADA standards for trip time negotiation, which time shall be conveyed to the Customer at the time of the reservation (and shall be unaffected by any schedule optimizing later in the day). Once agreed to, the promised time may not be changed without agreement by and notification to the passenger prior to the originally scheduled promised time. At all times, the Transit Division shall be mindful of the drop off or appointment time if the Customer has provided that to the Transit Division.
 - b. On-time performance for SFMTA's and Department of Aging and Adult Services' (DAAS) Group Van programs shall be the SF Access 20-minute window, based on the arrival time at the center.
 - c. Monitoring of on-time performance will occur through a combination of methods, including, but not limited to, random field checks conducted by SFMTA, complete and accurate reporting by drivers, random Customer surveys, observations reported by social service agency staff, and formal complaints filed by Riders.
7. **Ride Time.** The Transit Division shall cooperate with Customers, service agencies, and SFMTA in every effort to minimize ride time on board the vehicle. Ride time is the period of time a passenger spends onboard the vehicle, measured as the elapsed time between pick-up and drop-off. SF Access one-way passenger trips should take the same or similar amount of time as the same or similar trip would take on the regular SFMTA bus, including travel time for transfers. The Transit Division may use the 511.org website to obtain the expected ride time for a particular trip. Group Van service trip ride time cannot be greater than 90 minutes, although The Transit Division should endeavor to limit ride times for all Riders to less than 60 minutes. For trips to or from any Adult Day Health Care program, ride times shall not exceed 60 minutes without written permission from the SFMTA.
8. **Customer Problems/Refusal to Transport Customers.** The Transit Division shall inform SFMTA promptly of any difficulties experienced in transporting a Rider, whether related to safety, behavior, or other reason. The Transit Division shall never take unauthorized disciplinary action against any Rider. SFMTA shall notify the Transit

Division of any actions to take after review of the report. The Transit Division may refuse to transport any person or persons who are a threat to the health, safety, or welfare of the the Transit Division's employees or other passengers due to the Customer's violent, seriously disruptive or illegal conduct. The Transit Division shall consult with SFMTA prior to any refusal of service to any consumer or in the case of an emergency, immediately after the refusal as is practical.

9. **No-Shows.** All San Francisco paratransit passengers are responsible for being at the designated pick-up location, ready to travel, at their promised pick-up time. Customers shall be allowed five minutes to either board the vehicle or to notify the driver that he/she has begun moving to board the vehicle-- measured from the later of the time the vehicle was promised to arrive at the pick-up address, or actually arrived **and** the driver notifies the Customer of the vehicle's arrival. Driver must allow for sufficient dwell time to accommodate any disability of a Customer that requires additional time for the Customer to complete the boarding process. If the Customer is not visible to the driver, the driver must first make a reasonable attempt to contact the Customer, and must obtain dispatcher approval before moving on.

A dispatcher may not approve a driver to "no-show" a Customer and move on until the dispatcher has, together with the driver, reviewed the steps taken to locate the Customer. Examples of these steps include telephone communication with the Customer (or attempts), checking the residence or building entrance, verifying the address, speaking with a security guard. A driver shall not no-show a Rider unless a "door-hanger" is left at the pick up location, informing the Rider of the no-show. Under no circumstances may drivers register a Rider as a no-show if the driver arrived early unless the driver has waited for the promised pick-up time to pass.

Customers or other passengers not present to board the vehicle by the promised pick-up time are considered to be "no-shows," provided that the vehicle is on time. If the vehicle arrives so late that the Customer cancels because he/she cannot get to an appointment on time, or the Customer makes other arrangements for a ride, the Customer will not be counted as a no-show. The Transit Division shall ensure that during the trip check-in process, each active trip record is properly coded as completed, cancelled or no-showed and if completed, proper fare was collected.

10. **Missed Trips.** The Transit Division shall complete a minimum of 100 percent of all trips reserved and scheduled. A missed trip is a trip performed 60 minutes or more late, or not performed at all. A trip will not be considered "missed" in cases where the Customer was ready and available to travel within the 20-minute on-time window, but the vehicle was not present during that window of time; and when the vehicle finally arrived, the Rider could not be located. In this instance, the vehicle will be considered "very late."

**Appendix B
Calculation of Charges**

Veolia Budget Summary	4/1-6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
DESCRIPTION						
ON SITE STAFF						
Labor	235,735	942,939	971,227	1,000,364	1,030,375	1,061,286
Fringe						
Payroll Taxes						
FICA	19,345	77,379	79,700	82,091	84,554	87,091
SUTA	1,762	7,049	7,049	7,049	7,049	7,049
FUTA	266	1,064	1,064	1,064	1,064	1,064
401K/Retirement	8,597	34,387	35,419	36,481	37,576	38,703
Health Insurance	36,000	143,999	148,580	153,288	158,148	163,144
Dental Insurance	1,969	7,874	8,107	8,346	8,594	8,848
Vision Insurance	297	1,188	1,221	1,262	1,297	1,338
Life Insurance	68	273	280	286	293	300
STD & LTD	761	3,045	3,127	3,217	3,304	3,399
EAP	103	410	422	434	447	460
Vacation & Other Paid Time Off	27,751	111,004	114,334	117,764	121,297	124,936
GM Car Allowance, Ins., Fuel & Maint.	2,735	10,940	11,268	11,606	11,954	12,313
Workers Comp. Insurance	2,464	9,855	10,151	10,455	10,769	11,092
Total Fringe	102,117	408,468	420,722	433,344	446,345	459,735
SUBTOTAL - ON SITE STAFF	\$ 337,852	\$1,351,407	\$ 1,391,949	\$ 1,433,708	\$1,476,720	\$ 1,521,021
G & A (INDIRECT)	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260
CONTRACTED SERVICES						
DAJA	139,274	559,880	576,679	593,980	611,799	630,153
Center for Independent Living	3,750	15,000	15,450	15,910	16,390	16,880
Third Party Vehicle Inspection Services	4,500	18,000	18,540	19,100	19,670	20,260
In-Plant Vehicle Inspection Services	0	0	18,540	0	19,670	0
Miscellaneous Outside Services						
PCC Driver Gift Certificates	591	2,362	2,436	2,501	2,579	2,658
Passenger Transport Subscription	106	424	437	450	463	477
Aramark - bathroom	156	625	644	663	683	703

air fresheners, mats						
Helping Wheels account service fee	23	90	93	95	98	101
Commuter Check administrative costs	96	385	397	408	421	433
Locksmith services	133	531	547	563	580	598
Document shredding	250	1,000	1,030	1,061	1,093	1,126
Fire extinguisher maintenance	39	158	162	167	172	177
Electrician	77	308	317	327	337	347
Muzak service	458	1,830	1,885	1,941	2,000	2,060
Petty Cash small expenses	73	293	301	310	320	329
Support van fuel	127	508	523	539	555	571
Exterminator	276	1,104	1,137	1,171	1,206	1,243
Medical Supply	326	1,303	1,342	1,382	1,424	1,466
Total Miscellaneous Services	2,730	10,920	11,250	11,580	11,930	12,290
Costless Maintenance Services	10,338	41,350	42,590	43,870	45,190	46,550
Nelson/Nygaard Consulting	10,000	10,000	0	0	0	0
Corey, Canapary & Galanis Research & Counsel		22,000	22,660	23,340	24,040	24,761
Lan Do & Associates Translation Services	7,200	28,800	29,664	30,554	31,471	32,415
TOTAL CONTRACTED SERVICES	\$ 177,792	\$ 705,950	\$ 735,374	\$ 738,333	\$ 780,160	\$ 783,309
Utilities	3,655	14,620	15,060	15,510	15,980	16,460
Telephone & Internet	11,355	45,420	46,779	48,187	49,635	51,123
TOTAL UTILITIES	\$ 15,010	\$ 60,040	\$ 61,839	\$ 63,697	\$ 65,615	\$ 67,583
Off site storage	2,433	9,732	10,024	10,325	10,634	10,953
Facility rent - 12th Street	61,899	247,597	255,025	262,675	270,556	278,672
Common Area Maintenance & Utilities	3,333	13,332	13,732	14,144	14,568	15,005
Facility rent - 365 Main Street	4,759	19,034	19,605	20,194	20,799	21,423
HVAC Maintenance	405	1,620	1,669	1,719	1,770	1,823
TOTAL RENT	\$ 72,829	\$ 291,315	\$ 300,055	\$ 309,056	\$ 318,328	\$ 327,878
SF Access Ticket printing	1,875	7,500	7,725	7,952	8,192	8,434
Newsletter	3,000	12,000	12,360	12,731	13,113	13,506
Other Misc. Printing	4,068	16,270	16,755	17,257	17,775	18,310
TOTAL Printing COST	\$ 8,943	\$ 35,770	\$ 36,840	\$ 37,940	\$ 39,080	\$ 40,250
Office Supplies	8,250	33,000	33,990	35,010	36,060	37,140
Postage/Shipping	6,000	24,000	24,720	25,460	26,220	27,010
Security Expense						

ADT	750	3,000	3,090	3,183	3,278	3,377
Bay Alarm	338	1,352	1,393	1,434	1,477	1,522
Brinks	150	600	618	637	656	675
Travel	1,750	7,000	7,210	7,426	7,649	7,879
Education & Training	1,000	4,000	4,120	4,240	4,370	4,500
Insurance - G & L Policy	1,750	7,000	7,350	7,720	8,100	8,510
Legal Expenses	3,750	15,000	15,446	15,906	16,379	16,875
Computer & Other Equipment Maint. & Service Agreements	9,193	36,770	41,718	20,765	21,768	21,058
CabConnect Hosting Expense	82,500	357,500	393,900	429,000	450,450	472,973
Trapeze Maintenance Fees	16,470	65,880	69,174	72,633	76,264	80,078
SF Tax-Fees	3,750	15,000	15,450	15,910	16,390	16,880
Performance Bond Expense	9,000	36,000	36,000	36,000	36,000	36,000
TOTAL OTHER COSTS	\$ 144,651	\$ 606,102	\$ 654,178	\$ 675,323	\$ 705,062	\$ 734,476
Projected Equipment Purchases	0	2,500	96,633	79,880	0	7,650
TOTAL EQUIPMENT COSTS	\$ -0	\$ 2,500	\$ 96,633	\$ 79,880	\$ 0	\$ 7,650
Transportation and Operations						\$ 7,679,182
Vehicle Maintenance						\$ 871,395
Control Center						\$ 923,641
Transition Costs						\$ 799,097
Vehicle Lease Cost						\$ (790,158)
TOTAL TRANSPORTATION OPERATION COSTS						\$ 9,483,157
Broker Admin Management Fee	\$ 35,537	\$ 149,747	\$ 160,078	\$ 161,655	\$ 163,030	\$ 167,260
Transportation Management Fee						\$ 481,629
MANAGEMENT FEE	\$ 35,537	\$ 149,747	\$ 160,078	\$ 161,655	\$ 163,030	\$ 648,889
Total Budget	\$ 828,149	\$3,352,578	\$ 3,597,023	\$ 3,661,246	\$3,711,024	\$13,781,473
					Veolia Total 4/1/10 - 6/30/15	\$ 28,931,493

**APPENDIX F
INCENTIVE/DISINCENTIVE PLAN**

Section I: Veolia Administrative Functions

	Activity/Standard	Incentive (for achieving or exceeding goal)
1	SF Paratransit Goals/Performance Measures a. Complaints: less than two per 1000 trips, for each Mode b. Telephone Call Wait Time: over 95% of all calls to the Broker's Office during business hours answered by a live person within 45 seconds	a. Complaints: \$2,500 per quarter b. Call Wait Time: \$1,000 per quarter
2	Consumer Satisfaction – 90% overall customer satisfaction, as measured by an annual independent customer satisfaction survey.	<ul style="list-style-type: none"> • For Broker-related aspects of the survey, if Customer Satisfaction is $\geq 85\%$ and $\leq 90\%$, \$1,000 will be paid on an annual basis. • For Broker-related aspects of the survey, if Customer Satisfaction is $> 90\%$ and $\leq 95\%$, \$2,500 will be paid on an annual basis. • If Customer Satisfaction is $> 95.1\%$ and $\leq 100\%$, \$5,000 will be paid on an annual basis.
3	Travel Training – Shift paratransit trips to Muni fixed route service through travel training paratransit Customers. Reduce paratransit trips per paratransit Customer by an average of 10 trips per month for six months	<ul style="list-style-type: none"> • \$250 per individual paratransit Customer shifted to fixed route service, determined on a bi-annual basis
	Activity/Standard	Disincentive
4	Telephone Call Wait Time – over 80% of all calls to the Broker's Office during business hours shall be answered by a live person within 45 seconds.	<ul style="list-style-type: none"> • \$30 assessed per verified complaint for all calls answered below the 80% threshold, determined on a monthly basis
5	Language Capacity (language capability in Spanish, Chinese (Cantonese) and Russian by front line staff) – if an employee who is fluent in one of the specified languages leaves the Broker's employment, the Broker must replace the employee with an equally fluent individual within three weeks time.	<ul style="list-style-type: none"> • For failure to replace such an employee, \$250 assessed per business day for each day beyond the three-week period
6	Outreach – Broker shall conduct at least 20 information sessions/workshops annually.	<ul style="list-style-type: none"> • \$250 assessed for each session/workshop conducted by Broker under 20 sessions a year.

7	ADA Eligibility Process	<ul style="list-style-type: none"> • \$250 assessed per complaint against the Broker (verified to be legitimate) that is determined by the SFMTA to constitute a violation of the approved ADA eligibility process. • Unless assessed above, \$250 per occurrence for applications that are not processed within 21 days (regardless of whether a complaint has been filed)
8	Customer Service	<ul style="list-style-type: none"> • \$100 assessed for each complaint against the Broker (verified to be legitimate) over a total of five verified complaints a month • \$100 assessed for each verified complaint of dirty vehicle or rude driver, telephone agent or supervisor.
9	Processing of Complaints	<ul style="list-style-type: none"> • \$100 assessed per occurrence for any complaint that is not responded to within 14 days.
10	Call Center Performance	<ul style="list-style-type: none"> • \$1,000 assessed every month where less than 95% of telephone calls directly answered during business days and hours • \$500 assessed every month where average wait time is more than two minutes for reservation calls or more than five minutes for “Where’s my Ride” calls.

Section II: Veolia Transportation Functions

Veolia shall distribute Incentives directly to the employees, through bonuses or employee recognition events, for those whose work has contributed to achieving the goals.

	Activity/Standard	Incentive
1	SF Paratransit Goals/Performance Measures a. Systemwide On-Time Reliability: at or above 90% b. Safety goal: accidents/injuries: less than one Reportable Incident (as defined by the National Transit Database program in Form S&S-40) per 100,000 miles systemwide	a. On-Time Reliability: \$2,500 per quarter b. Safety Goal: \$1,000 per quarter
2	Cost Savings – SFMTA will provide an Incentive for any quarter in which the combined per trip costs for all services is less than the Base Rate per trip. The Base Rate will be	<ul style="list-style-type: none"> • For any quarter in which the average per trip cost decreases by at least \$0.25 per trip, \$1,000 shall be paid to Veolia

recalculated using actual data for June, July and August of 2014.	<ul style="list-style-type: none"> • For any quarter in which the average per trip cost decreases by at least \$0.50 per trip, \$2,000 shall be paid to Veolia • For any quarter in which the average per trip cost decreases by at least \$0.75 per trip, \$3,000 shall be paid to Veolia • For any quarter in which the average per trip cost decreases by at least \$1.00 per trip, \$4,000 shall be paid to Veolia
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	Activity	Disincentive
1	Failure to properly secure a wheelchair, scooter or similar device (see Customer Operating Standards, Paragraph 5)	\$1,000 per occurrence
2	Failure to immediately report a Reportable Incident (see Reporting Requirements, Paragraph 1)	\$500 per occurrence
3	Failure to provide a complete, written accident report within 24 hours of occurrence (see Reporting Requirements, Paragraph 1)	\$250 per occurrence
4	Very late vehicle (31+ minutes after promised pick up time) (see also Customer Operating Standards, Paragraph 10) +	\$100 per occurrence
5	Missed trip (failure to pick up or more than 60 minutes late from the promised pick-up time) (see Customer Operating Standards, Paragraph 10)	\$200 per occurrence
6	Schedule change without rider notification and agreement (see Customer Operating Standards, Paragraph 6a)	\$250 per occurrence
7	Excessive ride time (exceeding the maximum ride time as established under Customer Error! Reference source not found. , Paragraph 7)	\$200 per occurrence
8	Monthly on-time performance, as determined by 100% entry of trips for five mandatory randomly selected survey days selected by SFMTA (see Reporting Requirements): Below 90% Below 88% Below 85%	\$1,000 per month \$2,500 per month \$5,000 per month
9	Failure to provide deployed or required road supervision (see Section IX, Task 5)	\$250 per occurrence
10	Late or missed PMI (any revenue service vehicle)	\$500 per occurrence
11	Failure to correct the deficiencies identified by SFMTA (or a representative of SFMTA) after the 1 st inspection of the City owned vehicles (see Vehicle Operations and Maintenance Standards, Paragraph 7): 2 nd inspection 3 rd or subsequent inspection	\$175 per deficiency \$350 per deficiency

12	Vehicle operated in service with malfunctioning vehicle communications equipment, such as radio, Nextel, MDC, etc. (see Vehicle Operations and Maintenance Standards, Paragraph 4)	\$500 per occurrence per device
13	No map or functioning way-finding equipment in vehicle (see Vehicle Operations and Maintenance Standards, Paragraph 4)	\$100 per occurrence

**AMENDMENT NO. 5 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND TRANSDEV SERVICES, INC.**

THIS AMENDMENT NO. 5 TO AGREEMENT is made and entered into this 12th day of June, 2015, between the City and County of San Francisco, a municipal corporation (City), acting through its San Francisco Municipal Transportation Agency (SFMTA), and Transdev Services, Inc. (Contractor).

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program (Agreement), for a term beginning April 1, 2010, and ending June 30, 2015, with an option to extend the Agreement for an additional five years.

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. On June 1, 2011, the parties executed Amendment No. 2, which amended the Agreement to provide for the City to lease to Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment.

D. On May 31, 2012, the parties executed Amendment No. 3, which amended the Agreement to provide for the City to lease to Contractor 26 additional accessible vans for use in the SF Access Program, to remove from the contract a subcontractor that had gone out of business, and to revise the incentive/disincentive plan to make it more reasonably attainable, while remaining consistent with SFMTA's expectations and encouraging the delivery of excellent service.

E. On August 29, 2014, the parties executed Amendment No. 4, which amended the Agreement to provide for the City to lease 35 additional accessible vans for use in the SF Access Program, corrected an error in the amount of the management fee for the Contractor, and recognized the name change of the Contractor from Veolia Transportation Services, Inc. to Transdev Services, Inc. In addition, the Contractor agreed to assume the expanded transportation responsibilities previously performed by the Contractor's former subcontractor, MV Transportation, through the duration of this Agreement.

F. The parties now wish to extend the Agreement for one year in order for the SFMTA to complete a process for the competitive solicitation and award of a new paratransit brokerage contract without interruption to the paratransit program. All activities listed in the original contract and subsequent amendments are to be completed through the duration of this extension. There will be no change to the total amount of the Agreement.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. Section 2 of Agreement (Term of the Agreement) is amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2010 through June 30, 2016.

2. Section 15 of Agreement is replaced in its entirety to read as follows:

15. Insurance

15.1. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement (except as provided in Section 15.7), Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

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

15.1.3 Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

15.1.4 Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

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

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

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

15.3 All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

15.4. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

15.5. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

15.7. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds. For purposes of determining what constitutes "necessary insurance," the parties agree that Contractor's obligation is to use reasonable due diligence to ascertain that the subcontractor(s) obtain and maintain at all times the commercial automobile liability insurance as required in Section 15.1.3; provided, however, that if the City determines in writing that it is permissible for said insurance to be issued to a taxi company

subcontractor by an insurer or retention group with ratings less than those required of Contractor in Section 15.6, and there is a failure of any such insurer or retention group to defend or pay a claim or claims as they arise in the normal course of claims handling and payment due to the insurer or retention group's financial condition, Contractor shall have no liability to the City and County under this Section 15.7 for failure to exercise Contractor's due diligence in regard to said subcontractor or its insurer or retention group.

3. Section 33 of Agreement (Earned Income Credit (EIC) Forms) is replaced in its entirety to read as follows:

33. Consideration of Criminal History in Hiring and Employment Decisions.

33.1. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

33.2. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

33.3. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, requiring all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

33.4. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the

date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

33.5. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 33.4 above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

33.6. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

33.7. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

33.8. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

4. Appendix B is replaced in its entirety with a new Appendix B attached to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p> Edward D. Reiskin Director of Transportation</p>	<p>CONTRACTOR</p> <p>Transdev Services, Inc.</p> <p> Mike Murray President & COO Transdev Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Robin M. Reitzes Deputy City Attorney</p>	

Appendix B: Calculation of Charges

	4/1-6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
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Vision Insurance	297	1,188	1,221	1,262	1,297	1,338	2,235
Life Insurance	68	273	280	286	293	300	501
STD & LTD	761	3,045	3,127	3,217	3,304	3,399	5,679
EAP	103	410	422	434	447	460	476
Vacation & Other Paid Time Off	27,751	111,004	114,334	117,764	121,297	124,936	152,844
GM Car Allowance, Ins., Fuel & Maint.	2,735	10,940	11,268	11,606	11,954	12,313	12,682
Workers Comp. Insurance	2,464	9,855	10,151	10,455	10,769	11,092	13,570
Total Fringe	102,117	408,468	420,722	433,344	446,345	459,735	637,620
SUBTOTAL - ON SITE STAFF	\$337,852	\$1,351,407	\$1,391,949	\$1,433,708	\$1,476,720	\$1,521,021	\$1,935,972
G & A (INDIRECT)	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260	\$151,088
CONTRACTED SERVICES							
DAJA (Computer Information Station FY15-16))	139,274	559,880	576,679	593,980	611,799	630,153	102,000
Center for Independent Living	3,750	15,000	15,450	15,910	16,390	16,880	-
Third Party Vehicle Inspection Services	4,500	18,000	18,540	19,100	19,670	20,260	10,000
In-Plant Vehicle Inspection Services	0	0	18,540	0	19,670	0	20,000
Miscellaneous Outside Services							
PCC Driver Gift Certificates	591	2,362	2,436	2,501	2,579	2,658	3,000

Passenger Transport Subscription	106	424	437	450	463	477	1,000
Aramark - bathroom air fresheners, mats	156	625	644	663	683	703	340
Helping Wheels account service fee	23	90	93	95	98	101	240
Commuter Check administrative costs	96	385	397	408	421	433	480
Locksmith services	133	531	547	563	580	598	100
Document shredding	250	1,000	1,030	1,061	1,093	1,126	348
Fire extinguisher maintenance	39	158	162	167	172	177	175
Electrician	77	308	317	327	337	347	1,000
Muzak service	458	1,830	1,885	1,941	2,000	2,060	2,357
Petty Cash small expenses	73	293	301	310	320	329	500
Support van fuel	127	508	523	539	555	571	2,400
Exterminator	276	1,104	1,137	1,171	1,206	1,243	1,500
Medical Supply	326	1,303	1,342	1,382	1,424	1,466	1,000
Total Miscellaneous Services	2,730	10,920	11,250	11,580	11,930	12,290	14,440
Costless Maintenance Services	10,338	41,350	42,590	43,870	45,190	46,550	55,000
Nelson/Nygaard Consulting	10,000	10,000	0	0	0	0	2,000
Corey, Canapary & Galanis Research & Counsel		22,000	22,660	23,340	24,040	24,761	25,000
Lan Do & Associates Translation Services	7,200	28,800	29,664	30,554	31,471	32,415	21,680
TOTAL CONTRACTED SERVICES	\$177,792	\$705,950	\$735,374	\$738,333	\$780,160	\$783,309	\$250,120
Veolia Budget Summary Page 2	4/1-6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
Utilities	3,655	14,620	15,060	15,510	15,980	16,460	14,400
Telephone & Internet	11,355	45,420	46,779	48,187	49,635	51,123	73,000
TOTAL UTILITIES	\$15,010	\$60,040	\$61,839	\$63,697	\$65,615	\$67,583	\$87,400
Off site storage	2,433	9,732	10,024	10,325	10,634	10,953	9,500
Facility rent - 12th Street	61,899	247,597	255,025	262,675	270,556	278,672	285,131
Common Area Maintenance & Utilities	3,333	13,332	13,732	14,144	14,568	15,005	16,000
Facility rent - 365 Main Street	4,759	19,034	19,605	20,194	20,799	21,423	16,800
HVAC Maintenance	405	1,620	1,669	1,719	1,770	1,823	10,550
TOTAL RENT	\$72,829	\$291,315	\$300,055	\$309,056	\$318,328	\$327,878	\$337,981
SF Access Ticket printing	1,875	7,500	7,725	7,952	8,192	8,434	5,893
Newsletter	3,000	12,000	12,360	12,731	13,113	13,506	
Other Misc. Printing	4,068	16,270	16,755	17,257	17,775	18,310	28,619

TOTAL Printing COST	\$8,943	\$35,770	\$36,840	\$37,940	\$39,080	\$40,250	\$34,512
Office Supplies	8,250	33,000	33,990	35,010	36,060	37,140	26,492
Postage/Shipping	6,000	24,000	24,720	25,460	26,220	27,010	38,000
Security Expense							
ADT	750	3,000	3,090	3,183	3,278	3,377	1,100
Bay Alarm	338	1,352	1,393	1,434	1,477	1,522	1,800
Brinks	150	600	618	637	656	675	3,140
Travel	1,750	7,000	7,210	7,426	7,649	7,879	14,675
Education & Training	1,000	4,000	4,120	4,240	4,370	4,500	51,000
Insurance - G & L Policy	1,750	7,000	7,350	7,720	8,100	8,510	13,989
Legal Expenses	3,750	15,000	15,446	15,906	16,379	16,875	4,000
Computer & Other Equipment Maint. & Service Agreements	9,193	36,770	41,718	20,765	21,768	21,058	22,308
CabConnect Hosting Expense	82,500	357,500	393,900	429,000	450,450	472,973	351,120
Trapeze Maintenance Fees	16,470	65,880	69,174	72,633	76,264	80,078	148,000
SF Tax-Fees	3,750	15,000	15,450	15,910	16,390	16,880	29,982
Performance Bond Expense	9,000	36,000	36,000	36,000	36,000	36,000	22,320
TOTAL OTHER COSTS	\$144,651	\$606,102	\$654,178	\$675,323	\$705,062	\$734,476	\$727,926
Projected Equipment Purchases	0	2,500	96,633	79,880	0	7,650	4,200
TOTAL EQUIPMENT COSTS	\$0	\$2,500	\$96,633	\$79,880	\$0	\$7,650	\$4,200
Broker Admin Management Fee	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260	\$168,644
TOTAL BROKER COSTS	\$828,151	\$3,352,578	\$3,597,024	\$3,661,247	\$3,711,025	\$3,816,687	\$3,697,843
Transportation and Operations						\$7,679,182	\$11,515,330
Vehicle Maintenance						\$871,395	\$1,244,630
Control Center						\$923,641	\$980,283
Transition Costs						\$799,097	\$0
Vehicle Lease Cost						(\$790,158)	(\$1,010,920)
Transportation Management Fee						\$481,629	\$669,964
TOTAL TRANSPORTATION OPERATION COSTS						\$9,964,786*	\$13,399,287
Total Budget	\$828,149	\$3,352,578	\$3,597,023	\$3,661,246	\$3,711,024	\$13,781,473	\$17,097,130
	Contract Total 4/1/10 - 6/30/16						\$46,028,623

* Note: Transportation Costs in FY 15 are only for a partial year 9/1/14 - 6/30/15, FY 16 full year 7/1/15 - 6/30/16

**AMENDMENT NO. 6 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND TRANSDEV SERVICES, INC.**

THIS AMENDMENT NO. 6 TO AGREEMENT is made and entered into this 24 day of February, 2016, between the City and County of San Francisco, a municipal corporation (City), acting through its San Francisco Municipal Transportation Agency (SFMTA), and Transdev Services, Inc. (Contractor).

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program (Agreement), for a term beginning April 1, 2010, and ending June 30, 2015, with an option to extend the Agreement for an additional five years.

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. On June 1, 2011, the parties executed Amendment No. 2, which amended the Agreement to provide for the City to lease to Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment.

D. On May 31, 2012, the parties executed Amendment No. 3, which amended the Agreement to provide for the City to lease to Contractor 26 additional accessible vans for use in the SF Access Program, to remove from the contract a subcontractor that had gone out of business, and to revise the incentive/disincentive plan to make it more reasonably attainable, while remaining consistent with SFMTA's expectations and encouraging the delivery of excellent service.

E. On August 29, 2014, the parties executed Amendment No. 4, which amended the Agreement to provide for the City to lease 35 additional accessible vans for use in the SF Access Program, corrected an error in the amount of the management fee for the Contractor, and recognized the name change of the Contractor from Veolia Transportation Services, Inc. to Transdev Services, Inc. In addition, the Contractor agreed to assume the expanded transportation responsibilities previously performed by the Contractor's former subcontractor, MV Transportation, through the duration of this Agreement.

F. On June 12, 2015, the parties executed Amendment No. 5, which amended the Agreement to extend the Agreement for one year in order for the SFMTA to complete a process for the competitive solicitation and award of a new paratransit brokerage contract without interruption to the paratransit program.

G. The parties now wish to amend the Agreement to increase the amount of the contract by \$6,844,063 to \$125,443,773 in order to cover the Contractor's expenses through the remainder of the term of the contract.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:






1. Section 5 of Agreement (Term of the Agreement) is amended to read as follows:

5.1. Amount of Contract. Compensation under this Agreement shall be based on a costs plus fixed fee structure, in accordance with the annual approved budgets, as described above. In no event shall the amount of this Agreement exceed One Hundred Twenty-Five Million, Four Hundred Forty-Three Thousand, Seven Hundred Seventy-Three Dollars (\$125,443,773), including the Management Fee, for the entire term of the Agreement. Further breakdown of Administrative Expenses and Management Fees associated with this Agreement is listed in Appendix B.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p> Edward D. Reiskin Director of Transportation</p>	<p>CONTRACTOR</p> <p>Transdev Services, Inc.</p> <p> Jan Horstmann EVP & CFO</p> <p>Transdev Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Robin M. Reitzes Deputy City Attorney</p>	
<p>Authorized by:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: <u>16-004</u></p> <p>Adopted: <u>1/5/2016</u></p> <p>Attest:  Roberta Boomer, Secretary</p> <p>Board of Supervisors</p> <p>Resolution No: <u>65-16</u></p> <p>Adopted: <u>2/23/2016</u></p> <p>Attest:  Clerk of the Board</p>	

AMENDED IN COMMITTEE

2/10/16

FILE NO. 160068

RESOLUTION NO. 65-16

1 [Paratransit Broker Agreement Amendment - Transdev Services, Inc. - Not to Exceed
2 \$125,443,773]

3 **Resolution approving Amendment No. 6 to the Paratransit Broker Agreement with**
4 **Transdev Services, Inc., to continue providing paratransit broker services to administer**
5 **the City's Paratransit Program, and increase the amount of the contract by \$6,844,063,**
6 **to a total amount not to exceed \$125,443,773 for the term of April 1, 2010, through June**
7 **30, 2016.**

8
9 WHEREAS, After approval by the San Francisco Municipal Transportation Agency
10 (SFMTA) Board of Directors (Resolution No. 09-201, passed December 1, 2009) and the
11 Board of Supervisors (Resolution No. 32-10, adopted January 26, 2010), the City entered into
12 an agreement (Agreement) with Veolia Transportation Inc. (now known as Transdev Services
13 Inc.) (Contractor) to provide paratransit broker services to administer the City's Paratransit
14 Program, in an amount not to exceed \$118,599,710, and for a term beginning April 1, 2010,
15 and ending June 30, 2015, with an option to extend the Agreement for an additional five
16 years; and

17 WHEREAS, On April 1, 2010, the parties executed Amendment No. 1 to the
18 Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction
19 program by reducing specified administrative expenses under the Agreement by three
20 percent; and

21 WHEREAS, On June 1, 2011, the parties executed Amendment No. 2 to the
22 Agreement, for the City to lease to Contractor one accessible hybrid van for the Paratransit
23 Program, to be used to test the hybrid technology in San Francisco's operating environment;
24 and
25

1 WHEREAS, On May 31, 2012, the parties executed Amendment No. 3 to the
2 Agreement, for the City to lease to Contractor 26 additional accessible vans for use in the
3 Paratransit Program and to revise Agreement's incentive/disincentive plan; and

4 WHEREAS, On August 29, 2014, the parties executed Amendment No. 4 to the
5 Agreement, to allow the Contractor to take over transportation service provider responsibilities
6 through the duration of the Agreement due to the loss of a service provider, and to lease 35
7 additional accessible vehicles to the Contractor; and

8 WHEREAS, On June 12, 2015, the parties executed Amendment No. 5 to the
9 Agreement, to extend it for one year, through June 30, 2016; and

10 WHEREAS, There is insufficient funding in the Agreement to cover all projected costs
11 of the Broker through the end of the term; and

12 WHEREAS, The proposed Amendment No. 6 to the Agreement would provide an
13 additional \$8,200,000 in contracting authority, which should cover all projected expenses
14 through June 30, 2016; and

15 WHEREAS, The Agreement and subsequent contract amendments, including
16 Amendment No. 6, are on file with the Clerk of the Board of Supervisors in File No. 160068,
17 which is declared to be a part of this resolution as if set forth fully herein; and

18 WHEREAS, On January 5, 2016, the SFMTA Board of Directors passed Resolution
19 No. 16-004, approving Amendment No. 6 to the City's Paratransit Broker Agreement with
20 Transdev Services Inc., increasing the total amount of the contract by \$8,200,000, to a sum
21 not to exceed \$126,799,710; and

22 WHEREAS, The SFMTA determined, and the Board of Supervisors concurs, that the
23 proposed Amendment No. 6 does not constitute a project under the California Environmental
24 Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15060(c), because the actions
25 would not result in a direct physical change in the environment, or a reasonably foreseeable

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indirect physical change in the environment; now, therefore, be it

RESOLVED, That the Board of Supervisors approves Amendment No. 6 to the Paratransit Broker Agreement with Transdev Services Inc., to increase the total amount of the contract by \$6,844,063, to a sum not to exceed \$125,443,773; and, be it

FURTHER RESOLVED, That within 30 days of Amendment No. 6 being fully executed by all parties, the final document shall be provided to the Clerk of the Board for inclusion in the official file.



City and County of San Francisco

Tails

Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 160068

Date Passed: February 23, 2016

Resolution approving Amendment No. 6 to the Paratransit Broker Agreement with Transdev Services, Inc., to continue providing paratransit broker services to administer the City's Paratransit Program, and increase the amount of the contract by \$6,844,063 to a total amount not to exceed \$125,443,773 for the term of April 1, 2010, through June 30, 2016.

February 10, 2016 Budget and Finance Committee - AMENDED


February 10, 2016 Budget and Finance Committee - RECOMMENDED AS AMENDED


February 23, 2016 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

File No. 160068

I hereby certify that the foregoing Resolution was ADOPTED on 2/23/2016 by the Board of Supervisors of the City and County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor

3/4/16
Date Approved



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Certified Copy

Resolution

160068 [Paratransit Broker Agreement Amendment - Transdev Services, Inc. - Not to Exceed \$125,443,773]

Sponsor: Campos

Resolution approving Amendment No. 6 to the Paratransit Broker Agreement with Transdev Services, Inc., to continue providing paratransit broker services to administer the City's Paratransit Program, and increase the amount of the contract by \$6,844,063 to a total amount not to exceed \$125,443,773 for the term of April 1, 2010, through June 30, 2016.

2/23/2016 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

3/4/2016 Mayor - APPROVED

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

CLERK'S CERTIFICATE

I do hereby certify that the foregoing Resolution is a full, true, and correct copy of the original thereof on file in this office.

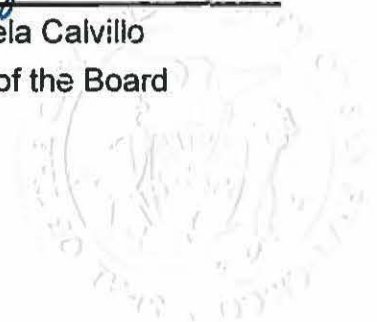
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County of San Francisco.

March 31, 2016

Date

Peggy Nevin

to Angela Calvillo
Clerk of the Board



SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 16-058

WHEREAS, For the past 35 years, the San Francisco Municipal Transportation Agency (SFMTA) has contracted out paratransit services to a paratransit broker, who in turn manages subcontracts with paratransit service providers, monitors service quality, administers client eligibility, manages the sale of fare instruments; and acts on behalf of the SFMTA as the principal customer service representative for paratransit services; and

WHEREAS, The current Paratransit Broker Agreement began on April 1, 2010 for a five-year, three-month period and was amended to extend the term to June 30, 2016; and,

WHEREAS, SFMTA issued a Request for Proposals (RFP) to solicit proposals for the new contract period beginning July 1, 2016, and ending June 30, 2021, with an optional five-year extension; the RFP allowed the proposers to submit an Option A proposal (a decentralized brokerage model) and/or an Option B proposal (allowing the contractor to provide both brokerage functions and transportation services); and,

WHEREAS, SFMTA received an Option A proposal and an Option B proposal from one firm, Transdev Services, Inc. (Transdev), on December 4, 2015; and

WHEREAS, The Evaluation Panel unanimously rated the Option B proposal from Transdev highest; and

WHEREAS, SFMTA staff has successfully negotiated an agreement with Transdev, for an amount not to exceed \$142,902,104 over the initial five-year term of the agreement; and

WHEREAS, The Contract No. SFMTA-2016-17 is not defined as a “project” under the California Environmental Quality Act pursuant to CEQA Guidelines 15060(c) and 15378(b), because the action would not result in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute Contract No. SFMTA-2016-17, Paratransit Broker and Operating Agreement, with Transdev Services, Inc., to provide paratransit brokerage and transportation services, in an amount not to exceed \$142,902,104, and for a term beginning July 1, 2016, and ending June 30, 2021, with an option for a five-year extension; and be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Director of Transportation to enter into any amendments or modifications to the Agreement (including, without limitation, the exhibits to that document) that the Director of Transportation determines, in consultation with the City Attorney, are in the best interest of the City, do not increase the amount of the Agreement or otherwise materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Agreement, or this Resolution, and are in compliance with all applicable laws, including the City's Charter; and be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Director of Transportation to submit the Agreement to the Board of Supervisors for approval.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 3, 2016.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency



Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Cheryl Brinkman, *Vice-Chairman*

Gwyneth Borden, *Director*

Edward D. Reiskin, *Director of Transportation*

Malcolm Heinicke, *Director*

Joél Ramos, *Director*

Cristina Rubke, *Director*

May 2, 2016

**The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102**

Subject: Request for Approval – SF Paratransit Broker and Operating Agreement

Honorable Members of the Board of Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) requests that the San Francisco Board of Supervisors approve Contract No. SFMTA-2016-17, Paratransit Broker and Operating Agreement, with Transdev Services, Inc., to provide paratransit brokerage and transportation services, in an amount not to exceed \$142,902,104, and for a term beginning July 1, 2016, and ending June 30, 2021, with an option for a five-year extension.

Background

The SFMTA provides approximately 800,000 Paratransit trips per year to persons with disabilities in San Francisco. The SFMTA contracts with a paratransit broker (currently, Transdev Services Inc.) to provide these services. Under its contract with the SFMTA, the paratransit broker operates the SF Access program, which provides door-to-door, shared-ride van services for people who are unable to use Muni's accessible buses, trains, and streetcars some or all of the time due to their disability.

For the past 35 years, SFMTA has contracted out paratransit services to a paratransit broker, who performs many important functions, such as managing subcontracts with paratransit service providers, monitoring service quality, administering client eligibility, managing the sale of fare instruments, and acting on behalf of the SFMTA as the principal customer service representative for paratransit services. The current Paratransit Broker Agreement with Transdev began on April 1, 2010, for a five-year, three-month period, and was extended on June 12, 2015, for one additional year, through June 30, 2016.

Under the current SF Paratransit model, which has been in place since September 2014, the contractor that provides brokerage administrative functions, including eligibility and customer service, also acts as a transportation service provider for SF Access service, a portion of Group Van services, and the two shuttle services, Shop-a-Round and Van Gogh.

RFP Process

In anticipation of the expiration of the contract term, the SFMTA advertised a Request for Proposals (RFP) on November 5, 2015. The RFP was posted on the Office on Contract Administration website, and advertised in the SF Examiner. In addition, an email was sent to local and national transportation and brokerage firms to publicize the RFP.

In an effort to solicit innovative proposals, the RFP delineated two options that proposers could respond to – Option A, a model of decentralized paratransit broker services where the contractor would provide only administrative services and sub-contract all the transportation services, or Option B, which allowed proposers to provide both brokerage services as well as some transportation services. Proposers could submit proposals for one or both options.

The SFMTA held a Pre-Bid Conference on November 17, 2015, which was attended by three companies. On December 4, 2015, the SFMTA received an Option A proposal and an Option B proposal from a single proposer, Transdev Services, Inc., the incumbent paratransit contractor.

The Evaluation Panel was comprised of four members of the Paratransit Coordinating Council, (an advisory committee comprised of paratransit consumers and representatives from social service agencies); one representative from the Department of Aging and Adult Services; one SFMTA transit accessibility professional; and one transit accessibility professional from a regional transit agency. These individuals were chosen for their expertise, including experience with paratransit brokerage programs, knowledge of the transportation needs of seniors and persons with disabilities, expertise in paratransit operations, and familiarity with the SF Paratransit Program. The Evaluation Panel included current SF Paratransit customers.

The Evaluation Panel reviewed each proposal individually and then met to discuss the strengths and weaknesses of, and then score each proposal.

The Panel held an oral interview with Transdev on January 27, 2016, to aid in evaluating each of its proposals (Option A and Option B). After the interview, the Evaluation Panel discussed each proposal's strengths and weaknesses and scored each proposal. SFMTA Contracts and Procurement staff generated a final overall evaluation score.

Transdev's Option B proposal had the highest overall evaluation score and had a significant number of strengths including:

- Broad experience in paratransit operations and with paratransit brokerages
- Understanding of San Francisco multi-modal systems and knowledge of local customer base
- Experienced, professional and respected staff
- Strong corporate support to provide additional support for local team with clear delineation of management of the separate components (brokerage and transportation)
- Robust experience in transportation management and maintenance
- Greater accountability of transportation operations and management to Brokerage

Transdev, which has operated the SF Paratransit Program in San Francisco for the past 16 years, has consistently maintained a high level of customer satisfaction throughout its contract term. The 2015 Paratransit Customer Satisfaction Survey indicated an 86 percent satisfaction level with the services administered by the SF Paratransit Broker, and 91 percent of those surveyed rated the quality of their

recent paratransit trip as excellent or good.

Description of Work

Staff negotiated an agreement with Transdev consisting of a comprehensive scope of work, paratransit operating standards, a lease of City-owned vehicles, and an incentive/disincentive plan. The Agreement includes all tasks associated with brokerage services, such as:

- eligibility determinations,
- customer service,
- overseeing the taxi debit card system,
- providing the scheduling software and the Trip Info line (providing automated day-before and pre-arrival calls to customers upon request),
- subcontracting and monitoring of some van and taxi services, and
- reporting and record keeping.

Transdev, through its Transit Division, will be providing transportation services directly, through its own employees, including SF Access service, a 25 percent portion of Group Van services, and the two shuttle services for seniors and persons with disabilities (Shop-a-Round and Van Gogh).

The Agreement also includes new tasks, such as the development and implementation of several mobility management programs and activities to make it easier for San Francisco's disabled and senior residents to navigate the transportation services available to them. These new tasks will be funded through an FTA grant. In addition, there are new technology-related projects, such as the integration of the SF Paratransit debit card with the Flywheel mobile application, and, subject to the receipt of grant funding, the purchase of software to enable paratransit customers to schedule and track their own trips online.

Under the Agreement, the SFMTA will continue its program of leasing federally funded vans to the Contractor, who will operate them through its Transit Division, and may sublease a few of them to other service providers. The SFMTA receives lease payments for the vans, which serve to reduce operating expenditures.

Alternatives Considered

Accessible Services staff, performed an analysis to compare the costs of contracting verses providing services in house, Staff estimates that it would be 37 percent more expensive to provide Paratransit services in-house as opposed to contracting out.

Funding Impact

Operating funds required for the paratransit contract, including \$25.8 million in FY 2017, \$27 million in FY 2018, \$28.7 million in FY 2019, \$30.1 million in FY 2020, and \$31.4 million in FY 2021, will be budgeted in the Accessible Services budget. SFMTA also receives funding for paratransit services from the Federal Transit Administration and the San Francisco County Transportation Agency.

SFMTA Board Action

On May 3, 2016, the SFMTA Board of Directors approved Contract No. SFMTA-2016-17, Paratransit Broker and Operating Agreement, with Transdev Services, Inc., to provide paratransit brokerage and transportation services, in an amount not to exceed \$142,902,104, and for a term beginning July 1, 2016, and ending June 30, 2021, with an option for a five-year extension.

Recommendation

The SFMTA urges the Board of Supervisors to approve Contract No. SFMTA-2016-17, Paratransit Broker and Operating Agreement, with Transdev Services, Inc., to provide paratransit brokerage and transportation services, in an amount not to exceed \$142,902,104, and for a term beginning July 1, 2016, and ending June 30, 2021, with an option for a five-year extension.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Reiskin', written over a horizontal line.

Edward D. Reiskin
Director of Transportation

AMENDED IN COMMITTEE

2/10/16

FILE NO. 160068

RESOLUTION NO. 65-16

1 [Paratransit Broker Agreement Amendment - Transdev Services, Inc. - Not to Exceed
2 \$125,443,773]

3 **Resolution approving Amendment No. 6 to the Paratransit Broker Agreement with**
4 **Transdev Services, Inc., to continue providing paratransit broker services to administer**
5 **the City's Paratransit Program, and increase the amount of the contract by \$6,844,063,**
6 **to a total amount not to exceed \$125,443,773 for the term of April 1, 2010, through June**
7 **30, 2016.**

8
9 WHEREAS, After approval by the San Francisco Municipal Transportation Agency
10 (SFMTA) Board of Directors (Resolution No. 09-201, passed December 1, 2009) and the
11 Board of Supervisors (Resolution No. 32-10, adopted January 26, 2010), the City entered into
12 an agreement (Agreement) with Veolia Transportation Inc. (now known as Transdev Services
13 Inc.) (Contractor) to provide paratransit broker services to administer the City's Paratransit
14 Program, in an amount not to exceed \$118,599,710, and for a term beginning April 1, 2010,
15 and ending June 30, 2015, with an option to extend the Agreement for an additional five
16 years; and

17 WHEREAS, On April 1, 2010, the parties executed Amendment No. 1 to the
18 Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction
19 program by reducing specified administrative expenses under the Agreement by three
20 percent; and

21 WHEREAS, On June 1, 2011, the parties executed Amendment No. 2 to the
22 Agreement, for the City to lease to Contractor one accessible hybrid van for the Paratransit
23 Program, to be used to test the hybrid technology in San Francisco's operating environment;
24 and

1 WHEREAS, On May 31, 2012, the parties executed Amendment No. 3 to the
2 Agreement, for the City to lease to Contractor 26 additional accessible vans for use in the
3 Paratransit Program and to revise Agreement's incentive/disincentive plan; and

4 WHEREAS, On August 29, 2014, the parties executed Amendment No. 4 to the
5 Agreement, to allow the Contractor to take over transportation service provider responsibilities
6 through the duration of the Agreement due to the loss of a service provider, and to lease 35
7 additional accessible vehicles to the Contractor; and

8 WHEREAS, On June 12, 2015, the parties executed Amendment No. 5 to the
9 Agreement, to extend it for one year, through June 30, 2016; and

10 WHEREAS, There is insufficient funding in the Agreement to cover all projected costs
11 of the Broker through the end of the term; and

12 WHEREAS, The proposed Amendment No. 6 to the Agreement would provide an
13 additional \$8,200,000 in contracting authority, which should cover all projected expenses
14 through June 30, 2016; and

15 WHEREAS, The Agreement and subsequent contract amendments, including
16 Amendment No. 6, are on file with the Clerk of the Board of Supervisors in File No. 160068,
17 which is declared to be a part of this resolution as if set forth fully herein; and

18 WHEREAS, On January 5, 2016, the SFMTA Board of Directors passed Resolution
19 No. 16-004, approving Amendment No. 6 to the City's Paratransit Broker Agreement with
20 Transdev Services Inc., increasing the total amount of the contract by \$8,200,000, to a sum
21 not to exceed \$126,799,710; and

22 WHEREAS, The SFMTA determined, and the Board of Supervisors concurs, that the
23 proposed Amendment No. 6 does not constitute a project under the California Environmental
24 Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15060(c), because the actions
25 would not result in a direct physical change in the environment, or a reasonably foreseeable

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indirect physical change in the environment; now, therefore, be it

RESOLVED, That the Board of Supervisors approves Amendment No. 6 to the Paratransit Broker Agreement with Transdev Services Inc., to increase the total amount of the contract by \$6,844,063, to a sum not to exceed \$125,443,773; and, be it

FURTHER RESOLVED, That within 30 days of Amendment No. 6 being fully executed by all parties, the final document shall be provided to the Clerk of the Board for inclusion in the official file.



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 160068

Date Passed: February 23, 2016

Resolution approving Amendment No. 6 to the Paratransit Broker Agreement with Transdev Services, Inc., to continue providing paratransit broker services to administer the City's Paratransit Program, and increase the amount of the contract by \$6,844,063 to a total amount not to exceed \$125,443,773 for the term of April 1, 2010, through June 30, 2016.

February 10, 2016 Budget and Finance Committee - AMENDED


February 10, 2016 Budget and Finance Committee - RECOMMENDED AS AMENDED

February 23, 2016 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

File No. 160068

I hereby certify that the foregoing Resolution was ADOPTED on 2/23/2016 by the Board of Supervisors of the City and County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor

3/4/16
Date Approved



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Certified Copy

Resolution

160068 [Paratransit Broker Agreement Amendment - Transdev Services, Inc. - Not to Exceed \$125,443,773]

Sponsor: Campos

Resolution approving Amendment No. 6 to the Paratransit Broker Agreement with Transdev Services, Inc., to continue providing paratransit broker services to administer the City's Paratransit Program, and increase the amount of the contract by \$6,844,063 to a total amount not to exceed \$125,443,773 for the term of April 1, 2010, through June 30, 2016.

2/23/2016 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

3/4/2016 Mayor - APPROVED

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

CLERK'S CERTIFICATE

I do hereby certify that the foregoing Resolution is a full, true, and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County of San Francisco.

March 31, 2016

Date

Peggy Nevin
for Angela Calvillo
Clerk of the Board

Bas-11, COB, Leg Dep,
Dep City Atty, B+F
GAO, Mayor's Office

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

London Breed

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 MAY 23 PM 4:56
BY: [Signature]

PRESIDENTIAL ACTION

Date: _____
To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. 160487 Yee _____ (Primary Sponsor)

Title. Resolution approving Contract No. SFMTA-2016-17, Paratransit Broker and Operating Agreement, with Transdev Services, Inc., to _____

From: Budget & Finance Committee

To: Government Audit & Oversight Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____

Replacing Supervisor _____

For: _____ Meeting
(Date) (Committee)

London Breed
London Breed, President
Board of Supervisors

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date _____

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Supervisor Yee,

Subject:

Resolution: Paratransit Broker and Operating Agreement

The text is listed below or attached:

See Attached

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: