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**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

**Agreement between the City and County of San Francisco and
SP Plus Corporation
Contract No. 50276**

This Agreement is made this 20th day of July, 2021, in the City and County of San Francisco, State of California, by and between: SP Plus Corporation, P. O. Box 280567, San Francisco, CA 94128-0567 (the “Contractor”) and the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Airport Commission (the “Commission”).

Recitals

- A. The Commission wishes to operate its comprehensive Curbside Management Program for the San Francisco International Airport (the “Airport” or “SFO”); and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On January 4, 2021, the Commission issued a Request for Proposals (“RFP”) procured as required by San Francisco Administrative Code (“Administrative Code”) Section 21.1 through 21.4, and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and
- D. On July 20, 2021, by Resolution No. 21-0153, the Commission awarded this Agreement to the Contractor for a three year term in an amount not-to-exceed \$20,700,000; and
- E. On September 28, 2021, by Resolution No. 450-21, the San Francisco Board of Supervisors (“BOS”) approved the Agreement but reduced the not-to-exceed amount to \$20,100,000 under San Francisco Charter Section 9.118; and
- F. There is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47641-20/21 on January 4, 2021; and
- H. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Actual Direct Costs” means amounts actually incurred and paid by Contractor for the direct costs of providing the Services required under this Agreement. Actual Direct Costs include salaries and benefits rates for direct labor (which excludes those of the On-Site Management Staff); and materials, supplies, and other direct costs specifically provided for in the Annual Cost Proposal submitted by Contractor and approved by City. Actual Direct Costs specifically exclude depreciation, debt-related interest, any fines or judgments levied against Contractor, costs associated with any components of the Management Fee and any other indirect costs. Contractor and City agree that Generally Accepted Accounting Principles shall govern the resolution of any disputes regarding the definition and classification of any cost.

1.2 “Agreement” means this contract document, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into this Agreement.

1.3 “Affiliate” means a person, business, or other entity that directly or indirectly and/or through one or more intermediaries, controls or is controlled by, or is under common control with Contractor.

1.4 “Airport Rules” means the Airport’s Rules and Regulations, as the same may be amended from time to time.

1.5 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration, referred to as “Purchasing,” or the Director’s designated agent, Airport Commission.

1.6 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.7 “CMD” means the Contract Monitoring Division of the City.

1.8 “Confidential Information”

1.8.1 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); and Administrative Code Chapter 12M (“Chapter 12M”).

1.8.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the

Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Contract.

1.8.3 “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

1.9 “Contractor” or “Consultant” means SP Plus Corporation, P. O. Box 280567, San Francisco, CA 94128-0567.

1.10 “Consumer Price Index (CPI)” is the Index published by the US Department of Labor, Bureau of Labor Statistics known as “Services Less Rent or Shelter-All Urban Consumers- San Francisco/Oakland/San Jose, California.” In the event such index is discontinued, then CPI shall mean an index chosen by Airport that is, in Airport’s reasonable judgment, comparable to the index specified above.

1.11 “Curbside Management Program On-Site Management Staff” shall mean the positions set forth in Appendix A.

1.12 “Deliverables” means Contractor’s work product resulting from the Services that are provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.13 “Facilities” means, collectively, each of the designated ground transportation loading zones and ancillary equipment and systems encompassed in this Agreement. Commission reserves the right to expand or contract the Facilities to include or exclude any new or existing ground transportation loading zones, equipment and/or systems to accommodate the Airport’s needs, all as determined at the Airport’s sole discretion. In the event the Facilities are expanded or contracted, the Management Fee shall not be adjusted, but the Management Fee may be adjusted for changes in staffing levels as set forth in Appendix B

1.14 “Fiscal Year” means the City and County of San Francisco’s budget year from July 1 through June 30 of the following calendar year.

1.15 “Limousine Operators” means those limousine operators who hold permits issued by the Airport to provide charter service in sedans or sport utility vehicles of standard or extended length pursuant to a Transportation Charter Party certificate issued by the California Public Utilities Commission.

1.16 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.17 “Other Direct Costs” (“ODCs”) means actual direct costs other than salaries and benefits rates of direct labor.

1.18 “Party” and “Parties” mean the City and Contractor either collectively or individually.

1.19 “Services” means the work performed by Contractor 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.

1.20 “Taxicab Operators” means those taxicab operators who are licensed and/or permitted by a municipality to provide on-demand service in vehicles either with or without a taxicab meter.

1.21 “TNC” means Transportation Network Company (TNC), those operators regulated by the California Public Utilities Commission and is a company that uses an online-enabled platform to connect passengers with drivers using their personal, non-commercial, vehicles.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on November 1, 2021 and expire on October 31, 2024, unless earlier terminated as otherwise provided in this Agreement.

2.2 The City has one option to renew the Agreement for a period of two years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation under this Agreement 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 BOS. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a twice monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." The Management Fee for the current month shall be included in the second of the invoices that are issued each month. Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, acting in a commercially reasonable manner, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Nineteen Million Nine Hundred Thousand Dollars (\$19,900,000) and Two Hundred Thousand (\$200,000) for As-Needed Services for a total not-to-exceed amount of Twenty Million One Hundred Thousand Dollars (\$20,100,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until the Commission approves the goods and/or Services delivered under this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered under this Agreement that do not conform to the requirements of this Agreement may be rejected by the City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide goods and/or Services consistent 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 in this Agreement.

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the City's financial and procurement system ("PeopleSoft") Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Payment Terms.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 45 calendar days, measured from (1) the delivery of goods and/or the rendering of Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Payment Discount Terms – Not applicable.**

(c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

3.3.6 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of City's payment of an invoice, Contractor shall confirm that all subcontractors have been paid in the Payment Module of the City's Supplier Portal unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.7 Getting Paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in PeopleSoft via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.8 Grant Funded Contracts – Not applicable.

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

3.5 Submitting False Claims. The full text of Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Under Administrative Code Section 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.

3.6 Payment of Prevailing Wages

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Administrative Code Section 6.22(e) [Prevailing Wages] or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively,

“Covered Services”). The provisions of Administrative Code Section 6.22(e) and 21C are incorporated as provisions of this Agreement as if fully set forth in this Agreement and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the BOS and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the BOS are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the BOS, to all workers employed by Contractor who perform Covered Services under this Agreement.

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated 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.”

Appendix A includes as-needed Services. Such Services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. Each task order shall include a description of the as-needed Services, the deliverables, schedule for performance, cost, and method and timing of payment.

4.2 **Qualified Personnel.** Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor’s authorized subcontractors) to perform the Services. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” and Article 13 “Data and Security” 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.

4.3.2 City’s execution of this Agreement constitutes its approval of the subcontractors listed: SF Parking, LLC

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be

deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the Services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, Federal Insurance Contributions Act, 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 consistent 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 consistent 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 under this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations under this Agreement, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement consistent with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any

other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void. Notwithstanding the foregoing, in the event that Contractor is a corporation with shares that are traded on a public stock exchange in the United States, then the regular transfer of such shares shall not constitute an Assignment under this Agreement, so long as no change of control occurs, and no transaction is undertaken with the intention of avoiding the requirement to obtain consent to an Assignment hereunder.

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

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the staffing falls under 50% of the levels established in the approved minimal Curbside Management Program as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of Three Thousand Five Hundred Dollars (\$3,500) per calendar day for each day that Contractor fails to maintain the minimum staffing levels is not a penalty, but is a reasonable estimate of the loss that City will incur based on such default, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability under Section 5.2, "Indemnification" of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence and \$5,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, premises liability, independent contractors, and Broad Form Property Damage.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory requirements per the State of California, with Employers' Liability limits not less than \$1,000,000 each accident, illness, or injury.

5.1.2 Additional Insured Endorsements.

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 **Waiver of Subrogation Endorsements.**

(a) 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.

5.1.4 **Primary Insurance Endorsements.**

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) 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.

(e) 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 under this Agreement.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (a) injury to or death of a person, including employees of City or Contractor; (b) loss of or damage to property; (c) 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; (d) strict liability imposed by any law or regulation; or (e) losses arising from Contractor's execution of subcontracts not consistent with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (a) – (e) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

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

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** 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 under this Agreement. 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 **Possessory Interest Taxes.** 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 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 California 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., California Revenue and Taxation Code Section 64, as amended from time to time). Contractor 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.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Under San Francisco Business and Tax Regulations Code Section 6.10-2, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is

delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

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 of this Agreement, 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 may include any or all of the following, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) 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.
- (d) Subject to City'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 City designates to be completed prior to the date of termination specified by City.
- (f) 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.

8.1.3 Within thirty (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:

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of

City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

(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 City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 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 listed 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, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded under the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, 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 City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
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 into this Agreement by reference, and such default is not cured within ten days after written notice of such default from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(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 under 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. This Section 8.2.2 shall survive termination of this Agreement.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement 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 of this Agreement 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.

8.4 **Rights and Duties upon Termination or Expiration.**

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire

3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
8.2.2	Exercise of Default Remedies	---	---

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

Article 9 Rights in Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at: http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

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

10.4 **Consideration of Salary History.** Contractor shall comply with Administrative Code Chapter 12K ("Chapter 12K"), the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Chapter 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements**

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

10.5.2 **Nondiscrimination in the Provision of Employee 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 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 Administrative Code Section 12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P ("Chapter 12P") applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at

<http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Chapter 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q (“Chapter 12Q”) applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Administrative Code Section 12Q.3. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any subcontract entered into by Contractor shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

10.10 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.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code (“Section 1.1.126”), which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Slavery Era Disclosure. Not applicable.

10.13 Working with Minors. Not applicable.

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Administrative Code Chapter 12T (“Chapter 12T”), “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” 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 in this Agreement. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Chapter 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.

10.14.2 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 which excludes Airport property. 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.

10.15 Public Access to Nonprofit Records and Meetings. Not applicable.

10.16 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 provided remedies for noncompliance.

10.17 Distribution of Beverages and Water. Not applicable.

10.18 Tropical Hardwood and Virgin Redwood Ban. Under 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.

10.19 Preservative Treated Wood Products. Not applicable.

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: Daniel Wu, Senior Transportation Planner, San Francisco International Airport
PO Box 8097, San Francisco, CA 94128-8097, 650-821-6517,
daniel.wu@flysfco.com

To Contractor: Jason Finch, Senior Vice President – West Airports, SP Plus Corporation,
200 E. Randolph Street, Suite 7700, Chicago, IL 60601, 786-367-2130,
jfinch@spplus.com

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

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City's DocuSign platform, to execute this Agreement and all subsequent modifications.

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 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

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 Section 6250 *et. seq.*), and the San Francisco Sunshine Ordinance, (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 Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of Services under this Agreement. If the Parties are unable to resolve the dispute, then, under Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations consistent with this Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of 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 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 consistent with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated April 23, 2021. The RFP and Contractor's proposal are incorporated by reference as though fully set forth in this Agreement. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all City Data, or which in any way might reasonably require access to City Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data consistent with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Requirements For Airport Contracts

12.1 **Airport Commission Rules and Regulations.** Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

12.2 Airport Intellectual Property. Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior written consent.

12.3 Labor Peace/Card Check Rule. Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules and Regulations, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, adopted on February 1, 2000, under Airport Commission Resolution No. 00-0049 (the "Labor Peace/Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or the Airport Director's designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or the Airport Director's designee (registered labor organization), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services under any covered Contract, a provision requiring the Subcontractor performing services under any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If the Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, the Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport Director.

12.4 Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.5 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12.6 Federal Nondiscrimination Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

12.6.1 Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

12.6.2 Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

12.6.3 Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

12.6.4 Information and Reports. Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

12.6.5 Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) Cancelling, terminating, or suspending a contract, in whole or in part.

12.6.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.6.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest

(hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR part 37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq.*).

Article 13 Data and Security

13.1 Nondisclosure of City Data, Private or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of Administrative Code Chapter 12M (“Chapter 12M”), Contractor and subcontractor shall use such information only consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data and /or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City's behalf, 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 confidential information.

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

13.2.1 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.

13.2.2 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.

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

13.2.4 For items 13.2.1 to 13.2.3 above, Contractor shall provide a letter from their qualified security assessor ("QSA") affirming their compliance and current PCI or PTS compliance certificate.

13.2.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate thirty (30) calendar days prior to its expiration.

13.3 **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.

13.4 **Business Associate Agreement. Not applicable.**

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

13.6 **Management of City Data and Confidential Information**

13.6.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and

limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing in this Agreement shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.6.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," consistent with National Institute of Standards and Technology Special Publication 800-88 or most current industry standard.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland. The provisions of Administrative Code Chapter 12F are incorporated 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 AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by: <i>Ivar Satero</i> By: _____ 8CFDE3E9126544B... Ivar C. Satero, Airport Director</p> <p>Attest:</p> <p>DocuSigned by: <i>Kantrice Ogletree</i> By: _____ 86D9720881A341D... Kantrice Ogletree, Secretary Airport Commission</p> <p>Resolution No: <u>21-0153</u></p> <p>Adopted on: <u>July 20, 2021</u></p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>DocuSigned by: <i>Chris Stuart</i> By: _____ 8261DE41DFD7436... Christopher Stuart Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>DocuSigned by: <i>Jason Finch</i> _____ EED64169438545B... Authorized Signature</p> <p>_____ Jason Finch Printed Name</p> <p>_____ Senior Vice President – West Airports Title</p> <p>_____ SP Plus Corporation Company Name</p> <p>_____ 0000010552 City Supplier Number</p> <p>_____ 200 E. Randolph Street, Ste. 7700 Address</p> <p>_____ Chicago, IL 60601 City, State, ZIP</p> <p>_____ (786) 367-2130 Telephone Number</p> <p>_____ 16-1171179 Federal Employer ID Number</p>
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Appendices

- A: Scope of Services
- B: Calculation of Charges

Appendix A Scope of Services

1. Description of Services. Contractor shall manage and staff the Airport's Curbside Management Program ("CMP"). Contractor shall manage curbside space and staging lots used by commercial ground transportation operators. Contractor shall also facilitate transportation services for customers with special transportation needs (e.g., physically disabled, visually impaired and the elderly). Services to be performed by the Contractor shall include:

1.1 CMP Personnel

1.1.1 General Duties. Contractor shall:

- Hire a sufficient number of employees to fully staff all employee shifts on a daily basis including weekends and holidays.
- Provide trained staff who are articulate, courteous, accurate, and impartial.
- Maintain and update existing written procedures, and draft new written procedures, as necessary.
- Monitor, manage, troubleshoot and report outages of the SFO Ground Transportation Management Systems (GTMS) for Smart Card use in Taxi operations.
- Monitor, manage, troubleshoot and report outages of taxi "TaxiQ" Application.
- Provide visitors with accurate information regarding commercial ground transportation and assist them in obtaining ground transportation services.
- Train and update personnel regarding available commercial ground transportation services, including fares and schedules, changing roadway conditions, and the Airport's Rules and Regulations.
- Establish quality control procedures for dispatching and coordinating trips, customer service and passenger assistance, and interaction with commercial ground transportation operators.
- Ensure Operator compliance with the Airport's Rules and Regulations, monitor and document operator activity, answer questions regarding the Airport's ground transportation services, and provide Airport staff with daily observation reports.
- Provide written reports as requested for various contract related functions; including but not limited to operations, safety, operator compliance, staff management.
- Provide immediate updates for any activity disrupting ground transportation operations
- Provide monthly statistical reports for taxi trips and other reports on ground transportation as requested by SFO staff.

1.1.2 Minimum Staffing

Contractor shall provide sufficient staffing for all shifts on a daily basis including weekends and holidays to perform the required services. Work shall be performed only by trained personnel in the employment of Contractor. Total staffing hours shall be determined by the number of Full Time Equivalent employees approved in Appendix B and shall be approved in writing by the Airport and may include weekends and holidays. Contractor shall not be permitted to hire additional personnel above the limits set forth in the Fee Proposal without the express written approval of the Airport.

The staffing levels stated are reflective of what is current due to the COVID-19 pandemic. Contractor shall be responsible for adjusting staffing levels to meet the needs of the Airport by following the process described below in Section 9: Staffing Level Adjustments of the Scope of Work.

Contractor shall prepare written operational procedures that must be approved by the Airport in writing and may be revised periodically as requested by the Airport as the needs of the Airport evolve. Contractor will comply with City’s reasonable requests regarding assignment of personnel, but all personnel must be supervised by the Contractor. Personnel staffing must include, at a minimum, the following:

- General Manager - manages the curbside program and is the main contact person for SFO
- Assistant General Manager - oversees operations; the second point of contact for SFO
- Supervisors - provides supervision for staging lot monitors and cashiers
- Curbside Managers - manages and assigns staffing to curbside loading zones
- Administrative Assistants – performs data entry and Smart-A card operating processes
- Curbside Coordinators - monitor the loading zones
- Staging Lot Coordinators - monitor the staging lots
- Rover Coordinators - unassigned to specific loading/staging zones (as-needed)

1.1.3 Hours

- *Overtime.* In the event of late flights or other circumstances as determined by Airport staff, some positions, such as Curbside Coordinators, Staging Lot Coordinators, and Taxicab Dispatchers, may be required to work on an overtime basis as needed. Contractor will request permission from Contract Manager for any other overtime required for (sick outs, etc.).

- *Holidays.* During holidays, peak air traffic days and as requested by the Airport, some positions, such as Curbside Coordinators, Staging Lot Coordinators, and Taxicab Dispatchers, may be required to work additional hours.

1.1.4 Training Program

Contractor shall prepare and provide the Airport with an Employee Handbook within thirty (30) days after the execution of the Agreement. Contractor shall require all existing employees to undergo a training program within fifteen (15) days after the Employee Handbook has been provided. Contractor will use the Employee Handbook as part of the training for all new employees within fifteen (15) days after the hire date.

If the Contractor determines that the existing operational procedures require modification, Contractor shall prepare modified operational procedures for all monitors, coordinators, and dispatchers that must be approved by the Airport in writing on or before the first day of the Agreement term and may be revised periodically as requested by the Airport. Contractor shall develop and implement improvements to all standard operational procedures upon the Airport’s request.

Training must include, but is not limited to:

- Airport's commercial ground transportation services including fares and schedules, and the Airport's Rules and Regulations.
- Knowledge of the standard operating procedures for each ground transportation mode.
- Job tasks assigned to the individual, including working knowledge of the electronic and other equipment required to perform the job in a first-class manner.
- Airport-approved procedures in the event of operational problems.
- Detailed customer service training to provide first-class service to Airport patrons, ground transportation operators, and customers.
- Techniques to sensitively assist Airport disabled and elderly patrons and customers.
- Airport emergency procedures.
- Team building and team communications

1.1.5 Disciplinary Procedures. Contractor shall develop a written discipline policy, which policy shall be submitted within thirty (30) days of contract award. The policy shall include specific procedures for responding to employee misconduct including but not limited to soliciting on behalf of a particular ground transportation provider for personal or other gain, accepting monetary gifts or other equipment and/or services from an Airport ground transportation driver or operator, violating Airport Rules and Regulations and subsequent notices, and failure to give unbiased information.

2. Staging Area Operations. Contractor will staff and oversee ground transportation staging lots for the following modes:

- Shared Ride/Limousine
- Taxi
- Transportation Network Company (TNC)
- Auxiliary as-needed

These lots are subject to modification as ground transportation modes shift. The minimum staffing is one (1) monitor for each lot: Taxi staging lot #2, and TNC staging lot#1, daily from 8:00 AM to midnight, including weekends and holidays. As passenger demand returns, additional staffing and/or lots including but not limited to Limousine staging lot, Taxi staging lots #1, 3, and 4, and TNC staging lots # 2 and 3 may also be required daily from 8:00 AM to midnight. Additional monitor staff will be at the discretion of the Airport based on discussions of operational conditions with the Contractor. The auxiliary as-needed lot will be activated on an as-needed basis and may be monitored by a rover employee or adjacent staging lot monitor. The daily hours are subject to change at the discretion of the Airport. The Airport may request rover employees to make passing calls and monitor the cell phone lot.

2.1 Duties of Staging Area Monitors. The duties of Staging Area Monitors include, but are not limited to, the following:

- Ensuring operator compliance with the Airport's Rules and Regulations
- Ensuring operator compliance with Standard Operating Procedures
- Vehicle management to ensure a sufficient supply of vehicles to service customers
- Friendly and professional customer service
- Monitor porta-potties for serviceability and cleanliness
- Maintain cleanliness of the interior and exterior of TNC and the Shared Ride/Limo staging lots, including but not limited to sweeping litter, removing trash/debris, removing graffiti,

minimizing floor stains, and reporting on lot conditions (cleaning hours may vary and are subject to change at the discretion of the Airport)

- Providing Airport staff with observation reports
- Use technology interfaces as directed to ensure smooth operation of the lots, either through data tracking, check-ins, or other processes

2.2 TNC Operations. At the discretion of the Airport based on discussion of operational conditions with the Contractor, as passenger demand returns, the Contractor may be required to staff and manage the Airport's TNC Operations at the locations shown below. Required hours of staffing at various zones are as follows:

Domestic Garage Level 5 Pickup Zone: 7:00 AM to 2:00 AM

Domestic Garage Level 5 Entry Lane: 7:00 AM to 2:00 AM

Domestic Garage Level 4 Entry Lane:

- Mondays 9:00 AM – midnight
- Thursdays 8:00 PM – 1:00 AM
- Fridays 8:00 PM – 1:00 AM
- Sundays 8:00 PM – 1:00 AM

International Departures Center Island: 7:00 AM to 2:00 AM

The daily hours and zones are subject to change at the discretion of the Airport.

2.2.1 Duties of Zone Monitors. Contractor shall provide monitors whose services include, but are not limited to, the following:

- Ensuring operator compliance with the Airport's Rules and Regulations
- Ensuring operator compliance with Standard Operating Procedures
- Monitoring and documenting both passenger and operator wait times
- Monitoring and documenting congestion at the entry lanes
- Answering questions regarding garage zone pickups and other TNC

operations

- Providing Airport staff with daily observation reports

3. Taxi Dispatching. Contractor will staff and manage the Airport's taxicab dispatching program at all the Airport taxicab zones. The minimum staffing for all taxicab zones is one (1) taxicab dispatcher for each zone during the hours of operation daily, including weekends and holidays. There are currently a total of five (5) zones/stations that must be staffed by Contractor's personnel:

- One (1) zone at Terminal 1 from 8:00 AM to midnight
- One (1) zone at Terminal 2 from 8:00 AM to midnight
- One (1) zone at Terminal 3 from 8:00 AM to midnight
- One (1) zone at the International Terminal from 8:00 AM to midnight
- One (1) zone at the Main Taxicab Holding Lot (i.e., Taxi staging lot #2) from 8:00 AM to midnight

At the discretion of the Airport based on discussion of operational conditions with the Contractor, as passenger demand returns, the Contractor may be required to provide Taxicab Dispatcher(s) at additional locations. The daily hours are subject to change at the discretion of the Airport.

3.1 Duties of Taxicab Dispatchers. Dispatcher duties include, but are not limited to, the following:

- Dispatching taxicab services as needed to the terminal curbside
- Monitoring taxicab movement throughout the staging lot
- Providing Airport staff with daily observation reports
- Providing professional customer service to operators
- Arranging taxicab services for those with special needs (e.g., physically disabled, visually impaired, and the elderly) upon request

4. Taxi Smart A-Card Program. Contractor will provide administrative support via GTMS for the Taxi Smart A-Card Program. Contractor shall ensure that any new staff has been properly trained to conduct the duties listed below on GTMS; and if necessary, include in the Transition Plan how staff can be trained in coordination with the prior contractor and Airport staff.

4.1 Staffing. Contractor will staff and manage GTMS for the Taxi Smart A-Card Program in the CMP's Administrative Office. The minimum staffing is eight (8) hours per day, including weekends and holidays with a minimum of four (4) hours coverage during weeknights from 6:00 PM to 10:00 PM. The daily hours are subject to change at the discretion of the Airport.

4.2 Duties of Taxi Smart A-Card Administrator. Contractor is responsible for completing the administrative operations related to the Taxicab Smart A-Card-Program via GTMS, including but not limited to, the following:

- Inputting and maintaining taxicab driver data in the database required for the operation of the Airport's GTMS
- Issuing new and replacement Smart A-Cards
- Tracking unused or returned Smart A-Cards
- Assisting taxicab drivers with the prerequisites for obtaining a Smart A-Card, e.g. orientation video
- Preparing Taxi System Claims for Refund for processing by Airport Commission staff
- Distributing processed refunds to drivers as directed by Airport Commission staff
- Filing and maintenance of the taxicab driver database
- Ensuring operator compliance with the Airport's Rules and Regulations
- Providing Airport staff with appropriate program reports as requested

5. TaxiQ Application. Contractor will provide administrative support and appropriate staff training for Airport-approved taxi applications such as TaxiQ or its successors. Contractor shall ensure that any new staff has been properly trained to conduct the duties listed below on the applications and include in the Transition Plan how staff can be trained in coordination with the prior contractor and Airport staff.

5.1 Staffing. Contractor staff will provide customer service to drivers using the TaxiQ/TaxiVQ app or its successors, including troubleshooting/investigating hours, assisting with credential recovery/resetting, and answering basic system questions. This will be available in person in the Curbside Management Program's Administrative Office or by phone. The minimum staffing is twelve (12) hours per day, including weekends and holidays with a minimum of four (4) hours coverage during nights from 6:00 PM to 10:00 PM. The daily hours are subject to change at the discretion of the Airport. Contractor will be responsible for requesting access credentials for all staff and ensuring staff meet minimum cybersecurity training requirements. Staff can cross cover between TaxiQ and GTMS support.

5.2 Duties of Staff Using the TaxiQ Application. Contractor is responsible for training staff day to day use of the app, including, but not limited to:

- Using the app to “check in” arriving cabs and deny entry if appropriate
- Use the app to verify valid “short trips” and provide expedited access as appropriate
- Use the app to track cab dispatching to passenger pickup points
- Use the app to override automatic processes should the app fail to accurately predict demand for taxis

6. Cashier Services. In the event of failure of the Airport’s Taxi Smart A-Card Revenue Management System, Contractor will provide taxicab cashiers, collect taxi trip fees, deposit collected funds on a nightly basis, maintain records and submit for audit as requested by Airport. Contractor shall develop procedures for revenue collection and submit to the Airport for approval.

6.1 Staffing

- Minimum of four (4) cashiers within one (1) hour of smartcard-based taxicab revenue management system failure to collect trip fees from taxicab drivers.
- In the event of an extended failure, Contractor shall provide a minimum of four (4) cashiers from 7:00 AM to 1:00 AM daily, including weekends and holidays, until the system is operational with cashiers being able to stand or sit at their assigned cashier terminals for up to ten (10) hours per shift.

6.2 Duties of Taxicab Cashiers. Taxicab cashier duties include, but are not limited to, the following:

- Collecting trip fees from taxicab drivers
- Submitting trip fees to taxicab cashier supervisors
- During Cashier Operations, provide Airport staff with timely situation assessment reports

7. Customer Service. The Airport’s CMP serves commercial operators and the travelling public. In all communications with commercial operators and members of the public, Contractor’s employees shall be knowledgeable, professional and courteous. In order to ensure the best customer service, Contractor shall:

- Hire a neutral third-party contractor to develop, monitor and administer a mystery shopper program once per month.
- Respond to complaints from the public, Airport staff, or GTOs in a timely manner.
- Insure that loading zones and staging lots are maintained in a clean condition and free of litter.
- Distribute Airport-provided postage-paid comment cards to passengers as directed by Airport staff.
- Conduct an initial and annual review of all employees to ensure that they do not have a financial, legal, or any other business/commercial interest in any commercial transportation operation doing business at SFO, including charter bus/vans, shared ride vans, limousines, scheduled airporters, taxicab operators (including entities holding or having a business/commercial interest in San Francisco taxicab medallions), and TNCs. Note that no Contractor employee may also be a driver for any commercial mode operating at SFO.

7.1 **CMP Administrative Office** will operate for a minimum of eight (8) hours per day, including weekends and holidays with a minimum of four (4) hours coverage during weeknights from 6:00 PM to 10:00 PM.

7.2 **Duties.** Administrative Staff duties include, but are not limited to, the following:

- Assisting management with compliance with all of Contractor's policies and procedures, Airport Rules and Regulations and Standard Operational Procedures
- Processing payroll and distributing payroll checks for all Curbside Management employees
- Preparing and reviewing time records in support of payroll processing
- Processing accounts receivable and payable
- Facilitating pre-employment screening information and hiring processes in a timely manner
- Maintaining adequate inventory, ordering supplies and issuing uniforms
- Maintaining files of safety and maintenance records, and distributing and maintaining monthly safety communications records

8. Other Services. Periodically, Contractor personnel are required to perform other customer service functions on an as-needed basis. These functions may include, but are not limited to, the following:

- Assisting with crowd control and providing commercial ground transportation information and options in the event of a declared emergency.
- Providing additional staffing or extended hours to accommodate unscheduled late-night arrivals due to bad weather or other delays.
- Providing curbside passenger assistance in locating commercial ground transportation services due to construction or other interruptions in normal service.

Should the Contractor need to add full time personnel to fulfill these other services, a request must be submitted to the Airport for review and approval. In these cases, the Airport and the Contractor will develop the scope of work, timeline, and cost estimate for additional staffing.

In the event that an emergency requires additional personnel beyond the Contractor's current onsite staffing level, the Airport can request that the Contractor shift personnel from other sites to operations at the Airport.

9. Staffing Level Adjustments. Staffing level adjustments may be used to add, delete, change, increase or decrease the hours, number of FTEs, or areas being serviced by the Contractor, requested in writing from the Airport. The Contractor may also recommend staffing level adjustments to the Airport. In both scenarios, the Contractor shall submit a Staffing Level and Allocation Plan Proposal that includes a description of the adjustment of the services, schedule, duration, cost impact, and adjusted invoice. Staffing Level and Allocation Plan Proposal as recommended by the Contractor are subject to the Airport's review and approval.

Examples of reasons for Staffing Level Adjustments, but not limited to:

- Increased passenger demand
- Coordinating modified loading zones for new transportation modes
- Monitoring new or modified staging lots for new transportation modes

- Providing customer service to passengers seeking newly permitted transportation modes

In the event of changes in the number of scheduled hours of service, due to additions, deletions, changes, increases or decreases, upon the Airport's approval, the invoices shall be adjusted in accordance with the written request and applicable unit prices shown in the Staffing Level and Allocation Plan submitted by the Contractor.

The Contractor shall comply with the written request and perform its operation and services in accordance with all provisions of the Agreement.

10. Reports. Contractor shall provide written reports as requested by the Airport for various contract related functions, including but not limited to: operations, safety, operator compliance, and staff management. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted electronically. All reports resulting from the Agreement are the sole property of the Airport. Among the reports the Contractor shall provide are the following:

- Quarterly Performance Reports in the format set forth in Appendix K - Initial Performance Measures and/or Standards.
- Daily Shift Reports – to include daily staffing levels, staff over-time usage, operations log, facilities inspection, enforcement actions, and trip activity.
- Incident Reports – describing date, time, location and relevant details regarding violation of the Airport's Rules and Regulations and/or ground transportation operating procedures no later than one (1) business days after the violation was observed. The report must indicate the date, time and location of the observed incident, the company name, vehicle license plate number, fleet number, the passenger stage or transportation charter party certificate number issued by the California Public Utilities Commission on the vehicle, and a summary of what was observed.
- Monthly Commercial Ground Transportation Activity Report – to include number trips by mode, type of services provided, passenger counts, and other information as requested.
- Non-SF Taxi Report – daily counts, infractions, and incidents related to non-SF taxis.

11. Transition Plan. Contractor shall provide a transition plan to ensure the services below are supported and maintained during the transition period in a timely manner ("Transition Plan"). At a minimum, the following items shall be addressed in the Transition Plan:

- Development and submission to the Airport of a staffing plan consistent with the 90-Day Worker Retention Policy (Appendix F)
- Development and submission to the Airport of the Staffing plan following the 90-Day Employee Retention Policy period
- Development and submission of Training Documents and Employee Handbooks
- Maintain and, if needed, update existing written procedures
- Conduct Employee Orientations
- Evaluate the existing CMP system and make recommendations for improvement
- Organization and transfer of financial records and account management from the incumbent
- During the Transition Period, prior to recruitment, Contractor shall submit written descriptions and qualifications for each job category for written approval by the Airport.
- Prior to recruitment and hiring of the General Manager and Assistant General Manager, Contractor shall submit written descriptions of each job category and candidate resumes for written approval by the Airport. If the Airport seeks additional information prior to hiring these positions, a supplemental interview with candidates may occur.

12. Services Provided by Attorneys. The City Attorney must review in advance and approve in writing any request for services to be provided by a law firm or attorney. The City will not pay any invoices for services provided by law firms or attorneys, including as subcontractors of Contractor, unless the provider receives advance written approval from the City Attorney.

13. Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the Airport will be the person identified in Agreement at Section 11.1, Notices to the Parties. Such individual shall be the Contractor's primary point of contact for all purposes under this Agreement.

14. Offices and Equipment. The Airport will provide Contractor with two offices located in the Core B Connector between Terminal 1 and the Airport's Domestic Short Term Parking Garage. All Airport property shall be used strictly for the management and staffing of the Airport's Curbside Management Program as set forth in the Agreement. The furnishings, including equipment, shall be maintained in good working order by the Contractor throughout the term of the Agreement. The current furnishings provided to the CMP are:

- Various desks, chairs, and cabinets
- Four (4) Hewlett Packard combination printer/scanner/fax machines
- One (1) Epson scanner
- Eight (8) Dell computers
- Eight (8) Dell monitors
- All computers are also equipped with a Windows operating system and anti-virus software
- All computers are equipped with Microsoft Office applications which include word processing, spreadsheet program, and a database management system
 - All computers are also equipped with proprietary Ground Transportation Management System (GTMS) and Taxi Operations Terminal (TOT)
 - One (1) Pelco surveillance control system
 - Three (3) Dell surveillance monitors
 - One (1) Insignia DVR with cables and remote
 - Seven (7) Microsoft tablets
 - Two (2) Motorola radio receivers with desktop microphones
 - Thirty-three (33) Motorola hand-held radios
 - Ten (10) wall locker banks

The Airport retains ownership of any and all goods and services purchased and reimbursed by City. Contractor shall surrender all tangible items to the Airport upon termination of the Agreement.

15. Operational Requirements. This section summarizes the key operational requirements to be performed by Contractor:

15.1 Background Investigation and Badging. All of Contractor's employees are required to pass a background investigation and security training test conducted by the Airport's Security Access Office in order to receive Airport clearance. The Airport may, upon written notice, require Contractor's employees to undergo additional background investigations that may be mandated by Federal Aviation Administration, Transportation Security Administration, or other State and/or Federal agency. The Airport has the right to request Contractor to reassign or remove any employee at any time for improper activities including but not limited to embezzlement, steering customers towards a specific ground transportation operator for personal economic gain or favors, soliciting on behalf of or showing favoritism to a ground transportation operator, or violating any of the Airport's Rules and Regulations.

15.2 Worker Retention Policy. Contractor is subject to the Airport's Worker Retention Policy which can be found here: [https://www.flysfo.com/sites/default/files/media/sfo/about-sfo/App%20D%20Worker%20Retention%20Policy%20\(Aproved%202_7_17\).pdf](https://www.flysfo.com/sites/default/files/media/sfo/about-sfo/App%20D%20Worker%20Retention%20Policy%20(Aproved%202_7_17).pdf) .

15.3 Employee Uniforms

15.3.1 All of the Contractor's employees must be attired in Airport-approved uniform prior to the start of each work shift. Airport shall have the right to change or modify the uniform at any time at City's expense with the Contractor making such changes effective within thirty (30) days upon notice from the Airport.

15.3.2 The uniform shall include the Airport's photo identification badge and a separate Airport-approved name badge with the employee's first name and position, both of which must be displayed by all Contractor's employees at all times while on-duty.

15.3.3 All on-duty personnel must be equipped with an Airport-approved radio to communicate with other employees and supervisory personnel. The radio shall be considered an integral part of the uniform.

15.4 Communication. All on-duty employees must be in immediate and constant radio contact with all other operating or supervisory personnel in their group. All employees shall be familiar with and trained on emergency procedures and their responsibilities in the event of an emergency.

Appendix B Calculation of Charges

The Contractor shall be paid in an amount not to exceed that in the Calculation of Charges below, as submitted by the Contractor and approved by the Airport for the term of the Agreement. Any changes to the Calculation of Charges require the written approval of the Airport. In the event the City grants an extension of the Contract term, and for the extended term only, the City may agree, in its sole discretion, to adjust the reimbursable Labor Costs. The City will make no adjustment unless the Contractor can document the increased actual Labor Costs. The amount of the reimbursable increase shall not exceed fifty percent (50%) of the actual increase, and Contractor shall bear the cost of the remaining fifty percent (50%) of any increase.

1. Invoicing – General
 - a. For the complete and satisfactory performance of the services detailed in Appendix A of this Agreement, the City will pay fees and expenses upon proper invoicing in accordance with the rates set forth in this Appendix B.
 - b. The City will not pay any invoices for services provided by law firms or attorneys, including any subcontractors of Contractor, unless the provider receives advance written approval from the City Attorney.
 - c. The Contractor shall submit all certified payrolls and timesheets for the invoice period with each invoice.
 - d. With the exception of the Monthly Management Fee, all reimbursable costs must be supported with receipts and used solely for the performance of the Agreement. All items purchased are the City's property and shall be surrendered to the Airport at the conclusion of the Agreement. Invoices furnished by the Contractor under this Agreement for services must be in a form acceptable to the Office of the Controller. All amounts paid by the City to the Contractor shall be subject to audit by the City.

2. Reimbursable and Non-Reimbursable Expenses:
 - a. Reimbursable costs are as follows:
 - Uniforms (Purchase, rental, and cleaning)
 - Smart phone service plans (used by Curbside staff for operational purpose)
 - Mystery Shopper Program
 - Employee Badges (excluding lost or stolen badges)
 - Service Vehicle Lease
 - Service Vehicle Maintenance
 - Service Vehicle Gas
 - Radios, if needed
 - Paper Tickets (for Taxis to International Terminal)
 - Cleaning Supplies for use in remote lots (paper towels, liquid soap, disinfecting spray, gloves, toilet seat covers, and toilet tissues)
 - Operational equipment (related postage, courier, and shipping)

 - b. Non-Reimbursable costs include:
 - Food and beverages that are not a part of an Airport-approved training program
 - Computer software programs
 - Stationary and/or business cards
 - Postage charges for routine certified, first-class and priority mail letters emanating from an office outside the Airport

- Express, next-day, or two-day shipments (eg., DHL, Fedex, UPS, etc.) shall not be a reimbursable expense unless it is part of an authorized purchase of equipment or other materials and supplies
- Payroll services shall not be a reimbursable expense. However, personnel timekeeping equipment and maintenance shall be a reimbursable expense only if such costs are reasonable and supported with actual invoices from the provider.
- Hourly wages and benefits for employees repeating a training course shall not be a reimbursable expense.
- Lost or stolen keys issued by the Airports Security Access Office
- Gifts of any kind
- Airport may add to this list as necessary with prior written notice to the Contractor

3. **Labor Costs** - include the hourly wage and all benefits costs associated with each position.

Labor Costs Per Employee																
Front Line Staff					*Note costs per hour OR per month based on what will actually be paid on an employee's behalf											
Position Title	No. of Full-Time Positions	Hourly Wage	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability
1 Taxi / Transportation Network Companies (TNC) Supervisors	6	\$26.63-\$27.74	26-47	EE Only		\$892.10				\$4.06	\$1.45-1.55		\$398.24	\$602.99	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										
2 Shared Ride Van (SRV) / Limo Supervisors	1	\$24.42-\$25.15	24-46	EE Only		\$892.10				\$4.06	\$1.45-1.55		\$365.24	\$553.02	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										
3 Taxi / Transportation Network Companies (TNC) Dispatchers	39	\$18.74-\$23.66	26-47	EE Only		\$892.10				\$4.06	\$2.55-\$2.70		\$243.58	\$520.22	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										
4 Administrative Assistants	2	\$20.86	16-31	EE Only		\$892.10				\$4.06		\$90.39	\$307.34	\$465.34	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										
5 Shared Ride Van (SRV)/Limo Monitors	0	\$18.74-\$19.66	24-46	EE Only		\$892.10				\$4.06	\$1.45-1.55		\$285.53	\$432.33	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										
Supervisor Staff					*Note costs per hour OR per month based on what will actually be paid on an employee's behalf											
Position Title	No. of Full-Time Positions	Hourly Wage	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability
1 General Manager	1	\$60.10	16-31	EE Only		\$892.10				\$4.06		\$260.42	\$885.45	\$1,340.68	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										
2 Assistant General Manager	1	\$39.02-\$40.19	16-31	EE Only		\$892.10				\$4.06		\$174.16	\$583.61	\$883.65	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										
3 Curbside Shift Managers	5	\$28.00-\$33.50	16-31	EE Only		\$892.10				\$4.06		\$145.17	\$467.80	\$708.31	\$2.30	\$0.00
				EE + 1		\$1224.74-\$1485.18										
				EE + 2		\$1,993.34										

4. **Other Direct Costs** - include the following reimbursable costs.

Other Direct Costs	
	Annual Cost
Employee badges	\$2,690.10
Radios	\$4,000.00
Uniforms (purchase, rental, and cleaning)	\$40,308.60
Smart phone service plans (used by Curbside staff for operational purpose)	\$9,370.91
Mystery Shopper Program	\$3,840.00
Paper Tickets (for Taxis to International Terminal)	\$2,704.37
Service vehicle lease	\$14,400.00
Service vehicle maintenance	\$6,000.00
Service vehicle gas	\$4,550.00
Cleaning supplies for use in remote lots (paper towels, liquid soap, disinfecting spray, gloves, toilet seat covers, and toilet tissues)	\$3,977.93
Operational equipment (related postage, courier, and shipping)	\$23,166.88
Total	\$115,008.79

5. **Monthly Management Fee** - includes profit, and all administrative and overhead costs not already addressed in other sections of this Calculation of Charges.

Monthly Management Fee	
The Management fee shall NOT include any labor or other direct costs.	
Monthly Flat Fee	\$21,416.67

Monthly Management Fee Calculations

The monthly management fee could vary if staffing levels increase or decrease for a period of two or more consecutive months from the baseline levels during the contract's term:

Baseline Monthly Staffing Hours and Monthly Management Fee of \$21,416.67:

Staff Title	Monthly Staffing Hours	Staff Title	Monthly Staffing Hours
Taxi/TNC Dispatchers	4576	Administrative Assistants	352
Taxi/TNC Supervisors	1056	General Manager	176
Shared Ride Van/Limo Monitors	352	Assistant General Manager	176
Shared Ride Van/Limo Supervisors	176	Curbside Shift Managers	528
- -	- -	Total Hours	7392

SAMPLE: Reduced Staffing for Two Consecutive Months

Staff Title	Monthly Staffing Hours	Staff Title	Monthly Staffing Hours
Taxi/TNC Dispatchers	3520	Administrative Assistants	352
Taxi/TNC Supervisors	704	General Manager	176
Shared Ride Van/Limo Monitors	176	Assistant General Manager	176
Shared Ride Van/Limo Supervisors	0	Curbside Shift Managers	352
- -	- -	Total Hours	5456

Monthly Management Fee:

- 1) $5456 \text{ reduced monthly staffing hours} / 7392 \text{ original staffing hours} = 0.74$
- 2) $0.74 * \$21,416.67 = \$15,848.34$ adjusted fee

SAMPLE – Increased Staffing for Two Consecutive Months

Staff Title	Monthly Staffing Hours	Staff Title	Monthly Staffing Hours
Taxi/TNC Dispatchers	6336	Administrative Assistants	352
Taxi/TNC Supervisors	1408	General Manager	176
Shared Ride Van/Limo Monitors	352	Assistant General Manager	176
Shared Ride Van/Limo Supervisors	176	Curbside Shift Managers	352
- -	- -	Total Hours	9328

Monthly Management Fee:

- 1) $9328 \text{ increased monthly staffing hours} / 7392 \text{ original staffing hours} = 1.26$
- 2) $1.26 * \$21,416.67 = \$26,985.01$ adjusted fee